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नई दिल्ली, मई 26—जून 1, 2019, शनिवार/ज्येष्ठ 5—ज्येष्ठ 11, 1941

No. 22]

NEW DELHI, MAY 26—JUNE 1, 2019, SATURDAY/JYAISTHA 5—JYAISTHA 11, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)
शुद्धि-पत्र

नई दिल्ली, 24 मई, 2019

का. आ. 875.—दिनांक 10.3.2019 की समसंख्यक अधिसूचना (प्रतिलिपि संलग्न) के आंशिक संशोधन में सुश्री टी. एल. अलामेलु के कार्यकाल को 'पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि अथवा अगले आदेशों तक, जो भी पहले हो' के स्थान पर 'पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि अथवा 62 वर्ष की आयु प्राप्त करने तक अथवा अगले आदेशों तक, जो भी पहले हो' पढ़ा जाए।

[फा. सं. आर-16011/02/2012-बीमा-I]

भूमिका वर्मा, संयुक्त निदेशक

MINISTRY OF FINANCE
(Department of Financial Services)
CORRIGENDUM

New Delhi, the 24th May, 2019

S.O. 875.—In partial modification of Notification of even no. dated 10.03.2019 (copy enclosed) the tenure of Ms. T. L. Alamelu be read as ‘for a period of three years from the date of assumption of charge, or till attaining the age of 62 years, or until further orders, whichever is the earliest’ in place of ‘for a period of three years with effect from the date of assumption of charge of the post or until further orders, whichever is earlier’.

[F. No. R-16011/02/2012-Ins.I]

BHUMIKA VERMA, Jt. Director

कार्मिक, लोक शिकायत और पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 13 मई, 2019

का. आ. 876.—जबकि केंद्र सरकार का यह मत है कि श्री ए. के. सिंह वरिष्ठ लोक अभियोजक, सीबीआई से संबंधित विभागीय जांच के प्रयोजनार्थ, श्री संजय चंद्र, गैर-सरकारी व्यक्ति को साक्षी के रूप में बुलाने/ कोई दस्तावेज पेश करने के लिए समन करना आवश्यक है।

इसलिए अब, विभागीय जांच (साक्षियों का हाजिर कराना तथा दस्तावेज पेश कराना) अधिनियम, 1972 (1972 का 18) की धारा 4 उप-धारा 1 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, केंद्र सरकार एतद्वारा श्री ए. के. सिंह वरिष्ठ लोक अभियोजक, सीबीआई के विरुद्ध अनुशासनात्मक कार्यवाहियों के संबंध में अधिनियम की धारा 5 में विनिर्दिष्ट शक्तियों का प्रयोग करने के लिए जांच प्राधिकारी के रूप में श्री बी.एस. लसपाल, सीडीआई, सीवीसी को प्राधिकृत करती है।

[सं. 221/12/2013-एवीडी-II(बी)]

अश्विनी दत्तात्रेय ठाकरे, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS
(Department of Personnel and Training)

New Delhi, the 13th May, 2019

S.O. 876.—WHEREAS the Central Government is of the opinion that for the purpose of departmental inquiry relating to Shri A.K.Singh, Sr PP, CBI, it is necessary to summon as witnesses/call for any document from Shri Sanjay Chandra, private person.

NOW THEREFORE, in exercise of power conferred by sub-section (1) of Section 4 of the Departmental Inquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972), the Central Government hereby authorizes Shri B.S. Laspal, CDI, CVC as the Inquiring Authority to exercise the power specified in Section 5 of the Act in relation to the disciplinary proceedings against Shri A.K.Singh, Sr PP, CBI.

[No. 221/12/2013-AVD-II(B)]

ASHWINI DATTATRAYA THAKARE, Dy. Secy.

कोयला मंत्रालय

नई दिल्ली, 27 मई, 2019

का. आ. 877.—केन्द्रीय सरकार को यह प्रतीत होता है कि, इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है ;

उक्त अधिसूचना में वर्णित क्षेत्र के रेखांक धारक संख्या सी-1(ई)III/जेजेएम/947-0719, तारीख 20 अप्रैल, 2019 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व विभाग) कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), केन्द्रीय खान योजना एवं डिजाइन संस्थान, गोंडवाना पॅलेस, कांके रोड, रांची - 834 001 के कार्यालय में या कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या जिला कलेक्टर, चंद्रपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है ;

केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इससे पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है ;

उपर्युक्त अनुसूची में उल्लिखित भूमि में हितबद्ध कोई व्यक्ति –

- (i) भूमि के संपूर्ण या किसी भाग या उक्त भूमि में या उसके ऊपर किसी अधिकार के अर्जन पर आक्षेप कर सकेगा ; या
- (ii) उससे संबंधित धारा 4 की उप-धारा (3) के अधीन की गयी किसी कार्यवाही से हुई या होने वाली संभावित किसी क्षति के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- (iii) उक्त अधिनियम की धारा (13) की उप-धारा (1) के अधीन पूर्वक्षण अनुज्ञप्तियों के प्रभावहीन होने या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन खनन पट्टे प्रभावहीन होने के संबंध में प्रतिकर का दावा कर सकेगा और उसे उक्त अधिनियम की धारा 13 की उपधारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों की बाबत उपगत व्यय को उपदर्शित करने के लिए पूर्वोक्त भूमि से संबंधित सभी मानचित्रों, चार्टों और अन्य दस्तावेजों को परिदत्त कर सकेगा ।

राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर, क्षेत्रीय महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, माजरी क्षेत्र, तहसील वरोरा, जिला चन्द्रपुर (महाराष्ट्र) के कार्यालय में या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, भूमि और राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर-440 001 (महाराष्ट्र) को भेज सकेगा ।

अनुसूची

अमलगामेटेड एकोणा - I और II विवृत्त खान

माजरी क्षेत्र

जिला चंद्रपुर (महाराष्ट्र)

(रेखांक धारक संख्या सी-1(ई)III/जेजेएम/947- 2019, तारीख 20 अप्रैल, 2019)

भाग-I

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन (हेक्टेयर में)			कुल	टिप्पणी
					निजी	सरकारी	वन		
1	एकोणा	11	वरोरा	चंद्रपुर	37.08	0.50	-	37.58	भाग
2	मार्डा	11	वरोरा	चंद्रपुर	172.63	7.80	-	180.43	भाग
3	वनोजा	11	वरोरा	चंद्रपुर	320.03	18.75	-	338.78	भाग
4	चरूर खटी	10	वरोरा	चंद्रपुर	56.03	3.02	-	59.05	भाग
5	नायदेव	10	वरोरा	चंद्रपुर	68.93	1.19	-	70.12	भाग
6	नगाला रिठ	10	वरोरा	चंद्रपुर	77.19	3.86	0.32	81.37	भाग
कुल :					731.89	35.12	0.32	767.33	

भाग-II

सभी अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन (हेक्टेयर में)			कुल	टिप्पणी
					निजी	सरकारी	वन		
1	एकोणा	11	वरोरा	चंद्रपुर	53.55	3.58	-	57.13	भाग
2	मार्डा	11	वरोरा	चंद्रपुर	143.43	7.09	-	150.52	भाग
कुल :-					196.98	10.67	0.00	207.65	

कुल क्षेत्र (भाग-I और भाग II) : 974.98 हेक्टर (लगभग)

या 2409.17 एकड़ (लगभग)

भाग-I

(1) ग्राम एकोणा के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

82, 85, 86, 93/1अ-93/1ब, 93/2, 94, 95, 96, 117, 118, 119, 120/1अ-120/1ब, 120/2, 121/1-121/2, 122/1, 122/2, 123, 124, 125, 126, 127, 128, 134, 135/1-135/2-135/3, सड़क।

(2) ग्राम वनोजा के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

32/1- 32/2, 34/1अ- 34/1ब- 34/2, 35, 36, 37, 38, 39, 43, 44, 45/1- 45/2, 46/1- 46/2, 47/1- 47/2अ- 47/2ब- 47/2क, 48/1- 48/2, 49/1- 49/2, 50, 51, 52/1- 52/2अ- 52/2ब- 52/2क- 52/2ड, 53, 54, 55/1- 55/2अ/1- 55/2अ/2- 55/2ब- 55/2क- 55/2ड- 55/3 56/1- 56/2, 57, 58, 59, 60/1- 60/2, 61/1- 61/2- 61/3, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79/1- 79/2- 79/3, 80/1- 80/2, 81/1- 81/2,

82/1- 82/2, 83, 84/1अ/1- 84/1अ/2- 84/1ब- 84/1क- 84/2, 85/1, 97, 98, 99, 100, 101, 102, 103, 104/1- 104/2- 104/3, 105/1- 105/2, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116/1- 116/2- 116/3, 117/1- 117/2, 118, 119, 120, 121, 122, 123/1अ- 123/1ब- 123/2, 124, 125, 126, 127, 128/1- 128/2, 129, 130, 131, 133, 132, 135, 136, 137, 138, 139/1- 139/2, 140/1- 140/2, 141/1/अ- 141/1/ब- 141/1/क- 141/2, 142, 143, 144/1- 144/2, 145, 146/1- 146/2, 147, 148, 149/1- 149/2- 149/3, 150, 151, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2- 169/3, 170, 171/1- 171/2, 172/1- 172/2, 173, 174, 175, 176/1- 176/2, 177/1- 177/2, 178/1- 178/2- 178/3, 179, 180/1- 180/2, 181, 182, 183, 184, 185, 186, 187, 188, 189/1- 189/2- 189/3, 190, 191, 192, 193/1- 193/2- 193/3, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206/1- 206/3, 207/1- 207/2- 207/3, 208, 209, 210, 211, 212/1- 212/2, 213, 214, 224, 225/1- 225/3, 226, 227/1- 227/3, 228/1- 228/2, 230, 461, 462/1- 462/2, 463, 464, 465, 466, 467, 468, 470, सड़क, नाला ।

(3) ग्राम चरूर खटी के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

412, 413, 414, 415, 416, 417, 418, 419, 420, 451, 452, 453, 454, 455, 456, 457, 458, 459/1- 459/2, 460, 461/1- 461/2, 462, 463, 465/1- 465/2/1- 465/2/2- 465/2/3, 493, 494, 516, नाला ।

(4) ग्राम मारडा के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

116, 117, 118/1- 118/2, 119, 120, 121, 122, 123, 124, 126/1- 126/2, 127, 128, 129/अ- 129/ब/1- 129/ब/2, 130/1- 130/2, 131, 133/1- 133/2, 134/1- 134/2, 135, 136, 149/1- 149/2, 150, 151/1- 151/2, 152, 153, 154, 155/1- 155/2, 156, 157, 158, 159, 160, 161/1- 161/2, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179/1- 179/2, 180, 181/1- 181/2- 181/3- 181/4, 182, 183, 184/1- 184/2, 185/1- 185/2, 186, 187/1- 187/2, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205/1- 205/2अ- 205/2ब, 206/1- 206/2, 207, 208, 209, 210, 211, 212, 213/1- 213/2, 214, 215, 216/1- 216/2- 216/3- 216/4, 217, 218, 219, 224, 247, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 266, 304, 305, 306/1- 306/2, 307, 308/1- 308/2- 308/3, 309, 310, 313, 314, सड़क ।

(5) ग्राम नायदेव के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

9, 10, 11/1- 11/2, 12, 13/1- 13/2, 14, 15, 16, 17, 18/1अ- 18/1ब- 18/2- 18/3- 18/4, 19, 20/1- 20/2, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1- 31/2, 32, 33, 34, 35, 36/1- 36/2- 36/3, 37, 38/1- 38/2, 39, 40/1- 40/2, 41/1- 41/2, 42, 43/1- 43/2, 44/1- 44/2- 44/3, 45/1अ- 45/1ब- 45/1क- 45/2अ- 45/2ब- 45/2क- 45/3अ- 45/3ब- 45/3क, 46/2अ- 46/2ब ।

(6) ग्राम नगाला रिठ के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

1, 2/1- 2/2, 3/1- 3/2, 4, 5, 6/1- 6/2- 6/3, 7/1- 7/2, 8, 9, 10/अ- 10/ब, 11, 12, 13/1- 13/2- 13/3, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24/1- 24/2- 24/3, 25, 29, सड़क, नाला ।

भाग-II

(1) ग्राम एकोणा के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

164/1/1- 164/1/2- 164/2ब- 164/2अ, 165, 166, 167/1- 167/2, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177/1- 177/2, 178/1- 178/2, 180/1अ- 180/1ब- 180/2- 180/3- 180/4- 180/5- 180/6- 180/7- 180/8, 181/1- 181/2- 181/3- 181/4, 182/1/अ- 182/1/ब- 182/2/अ- 182/2/ब- 183/1अ- 183/1ब- 183/2- 183/3अ- 183/3ब- 183/4- 183/5, 184/1- 184/2, 185/1- 185/2, 190, 191, 192, 193, सरकारी भूमि।

(2) ग्राम मार्डा के अधिसूचित क्षेत्र के प्लॉट संख्यांक :

2, 3, 4, 5, 6/1अ- 6/1ब- 6/2अ- 6/2ब, 7, 8, 9, 10/1अ- 10/1ब- 10/1क- 10/1ड- 10/2- 10/3- 10/4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24, 25, 26, 27, 28, 29, 30, 31, 32/1- 32/2, 33, 34, 35, 36, 37, 38, 39/1- 39/2, 40, 41, 42, 43, 44, 45/1- 45/2, 46/1- 46/2, 47, 48, 49/1- 49/2, 50, 51, 52/1अ- 52/1ब- 52/1क- 52/2, 53/1- 53/2- 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68/अ- 68/ब- 68/क, 69/1- 69/2- 69/3- 69/4- 69/5, 70/1- 70/2, 71, 72, 73, 74, 76/1- 76/2, 275, 276, 277, 278/1- 278/2, 279, 280, 281, 282, 283, 284, 285, 286, 320/1- 320/2, 321/1- 321/2- 321/3, 323, 324, 441, 442, सड़क, नाला।

सीमा वर्णन:

भाग-I

- क - ख : रेखा ग्राम वनोजा में सड़क पर स्थित बिन्दु 'क' से आरंभ होकर उत्तर-पश्चिम दिशा से होती हुई बिन्दु 'ख' पर मिलती है।
- ख - ग : रेखा बिन्दु 'ख' से आरंभ होकर ग्राम वनोजा से होती हुई सड़क पर स्थित बिन्दु 'ग' पर मिलती है।
- ग - घ : रेखा ग्राम वनोजा में सड़क पर स्थित बिन्दु 'ग' से आरंभ होकर उत्तर-पूर्व दिशा से होती हुई नहर पार करती हुई ग्राम वनोजा और ग्राम नागाडा रीठ की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'घ' पर समाप्त होती है।
- घ - ड. : रेखा ग्राम वनोजा और नागाडा रीठ की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'घ' से आरंभ होकर उत्तर दिशा से होती हुई नहर पार करती हुई ग्राम नागाडा रीठ और ग्राम नायदेव की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ड.' पर मिलती है।
- ड.-च-छ : रेखा ग्राम नागाडा रीठ और नायदेव की सम्मिलित ग्राम सीमा पर बिन्दु 'ड.' से आरंभ होकर उत्तर दिशा में ग्राम नायदेव से होती हुई बिन्दु 'च' पर मिलती है फिर पश्चिम दिशा से होती हुई ग्राम नायदेव और ग्राम चरूर खटी की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'छ' पर समाप्त होती है।
- छ-ज-झ : रेखा ग्राम नागाडा और चरूर खटी की सम्मिलित ग्राम सीमा पर बिन्दु 'छ' से आरंभ होकर पश्चिम दिशा में ग्राम चरूर खटी से होती हुई बिन्दु 'ज' से होकर फिर दक्षिण-पूर्व दिशा में एकोणा-I ओसी परियोजना के लिये पूर्व में अधिग्रहित की गई भूमि की सीमा से लगकर होती हुई नहर पार करती है और ग्राम चरूर खटी और ग्राम वनोजा की सम्मिलित ग्राम सीमा पर स्थिति बिन्दु 'ज' पर मिलती है।
- झ - ञ : रेखा ग्राम चरूर खटी और वनोजा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'झ' से आरंभ होकर दक्षिण दिशा में ग्राम चरूर खटी और ग्राम वनोजा की सम्मिलित ग्राम सीमा से लगकर होती हुई फिर ग्राम वनोजा में एकोणा - I ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर गुजरती हुई ग्राम एकोणा एवं ग्राम मार्डा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ञ' पर मिलती है।

- ज- ट : रेखा ग्राम वनोजा और मार्डा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ज' से आरंभ होकर ग्राम मार्डा में एकोणा-I ओसी खदान के लिये पूर्व में अधिग्रहित भूमि से लगकर होती हुई ग्राम एकोणा एवं ग्राम मार्डा की सम्मिलित ग्राम सीमा स्थित बिन्दु 'ट' पर मिलती है।
- ट - ठ : रेखा बिन्दु 'ट' से आरंभ होकर ग्राम एकोणा-I ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई नहर के दक्षिण तट पर स्थित बिन्दु 'अ' पर मिलती है।
- ठ - ड : रेखा ग्राम एकोणा में बिन्दु 'ठ' से आरंभ होकर नहर के दक्षिण तट से लगकर पश्चिम दिशा से होती हुई बिन्दु 'ड' पर मिलती है।
- ड - ढ : रेखा नहर के दक्षिणी तट पर स्थित बिन्दु 'ड' से आरंभ होकर दक्षिण दिशा से होती हुई सड़क पार करती है एकोणा-II ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई ग्राम एकोणा एवं ग्राम मार्डा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ढ' पर मिलती है।
- ढ - ण : रेखा ग्राम एकोणा और मार्डा की सम्मिलित ग्राम सीमा पर स्थित बिन्दु 'ढ' से आरंभ होकर ग्राम मार्डा में दक्षिण-पूर्व दिशा में एकोणा-II ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई सड़क पर स्थित बिन्दु 'ण' पर मिलती है।
- ण - त : रेखा ग्राम मार्डा में सड़क पर बिन्दु 'ण' से आरंभ होकर दक्षिण-पूर्व दिशा में एकोणा-I ओसी के लिये पूर्व में अधिग्रहित भूमि की बाह्य सीमा से लगकर होती हुई और बिन्दु 'त' पर मिलती है।
- त - थ : रेखा बिन्दु 'त' से आरंभ होकर दक्षिण-पश्चिम दिशा से होती हुई एकोणा-II ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई और ग्राम मार्डा में बिन्दु 'थ' पर मिलती है।
- थ - क : रेखा बिन्दु 'थ' से आरंभ होकर पूर्व दिशा में सड़क से लगकर होती हुई और ग्राम वनोजा में सड़क पर स्थित आरंभिक बिन्दु 'क' पर समाप्त होती है।

भाग-II

- द - ध : रेखा वर्धा नदी के उत्तर तट पर स्थित बिन्दु 'द' से आरंभ होकर ग्राम मार्डा में दक्षिण-पूर्व दिशा से होती हुई और बिन्दु 'ध' पर मिलती है।
- ध - न : रेखा ग्राम मार्डा में बिन्दु 'ध' से आरंभ होकर पूर्व दिशा में सड़क से लगकर होती हुई और ग्राम मार्डा में सड़क पर स्थित बिन्दु 'न' पर मिलती है।
- न - प : रेखा बिन्दु 'न' से आरंभ होकर उत्तर दिशा में एकोणा-II ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई और बिन्दु 'प' पर मिलती है।
- प - फ : रेखा बिन्दु 'प' से आरंभ होकर उत्तर-पश्चिम दिशा में एकोणा-II ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई सड़क पार करती है फिर दूसरी सड़क से लगकर होती हुई सड़क पर स्थित बिन्दु 'फ' पर मिलती है।
- फ - ब : रेखा बिन्दु 'फ' से आरंभ होकर ग्राम एकोणा में एकोणा-II ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई और एकोणा में बिन्दु 'ब' पर मिलती है।

ब – भ : रेखा बिन्दु 'ब' से आरंभ होकर एकोणा-II ओसी के लिये पूर्व में अधिग्रहित भूमि की सीमा से लगकर होती हुई और वर्धा नदी के पूर्वी तट पर स्थित बिन्दु 'भ' पर मिलती है।

भ – द : रेखा बिन्दु 'भ' से आरंभ होकर नदी के पूर्वी तट के साथ-साथ दक्षिण-पूर्व दिशा में होकर वर्धा आरंभिक बिन्दु 'द' पर समाप्त होती है।

[फा. सं. 43015/7/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COAL

New Delhi, the 27th May, 2019

S. O. 877.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And whereas, the plan bearing number C-I(E)/III/JJM/947- 2019, dated the 20th April, 2019, of the area described in the said Schedule can be inspected at the office of the Western Coalfields limited (Revenue Department), Coal Estate, Civil Lines, Nagpur- 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Palace, Kanke Road, Ranchi – 834 001 or at the office of the Coal Controller, 1 Council House Street, Kolkata – 700 001 or at the office of the District Collector, Chandrapur (Maharashtra);

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the lands described in the said Schedule;

Any person interested in the land described in the aforesaid Schedule may, -

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage likely to be caused by any action taken under sub-section (3) of section 4 thereof; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act in respect of prospecting licence ceasing to have effect or under sub-section (4) of section 13 of the said Act, for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land showing the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the Office of the Area General Manager, Western Coalfields Limited, Majri Area, Post Kuchana, Tahsil Warora, District Chandrapur (Maharashtra) or General Manager (Land and Revenue), Western Coalfields Limited, Land and Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Amalgamated Yekona – I and II Opencast Mine

Majri Area

District Chandrapur (Maharashtra)

[Plan Bearing Number C-I(E)/III/JJM/947- 2019, dated the 20th April, 2019]

Part – I

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land (in hectares)			Total	Remarks
					Tenancy	Govt.	Forest		
1	Yekona	11	Warora	Chandrapur	37.08	0.50	-	37.58	Part

2	Marda	11	Warora	Chandrapur	172.63	7.80	-	180.43	Part
3	Wanoja	11	Warora	Chandrapur	320.03	18.75	-	338.78	Part
4	Charur Khati	10	Warora	Chandrapur	56.03	3.02	-	59.05	Part
5	Naydeo	10	Warora	Chandrapur	68.93	1.19	-	70.12	Part
6	Nagala Rith	10	Warora	Chandrapur	77.19	3.86	0.32	81.37	Part
Total :					731.89	35.12	0.32	767.33	

Part-II

All Rights :

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land (in hectares)			Total	Remarks
					Tenancy	Govt.	Forest		
1	Yekona	11	Warora	Chandrapur	53.55	3.58	-	57.13	Part
2	Marda	11	Warora	Chandrapur	143.43	7.09	-	150.52	Part
Total :					196.98	10.67	0.00	207.65	

Total area (Part I and Part II): 974.98 hectares (approximately)
or 2409.17 acres (approximately)

Part – I

(1) Plot numbers within acquisition area in village Yekona :

82, 85, 86, 93/1A-93/1B, 93/2, 94, 95, 96, 117, 118, 119, 120/1A -120/1B, 120/2, 121/1-121/2, 122/1, 122/2, 123, 124, 125, 126, 127, 128, 134, 135/1-135/2-135/3, Road.

(2) Plot numbers within acquisition area in village Wanoja :

32/1- 32/2, 34/1A- 34/1B- 34/2, 35, 36, 37, 38, 39, 43, 44, 45/1- 45/2, 46/1- 46/2, 47/1- 47/2A- 47/2B- 47/2C, 48/1- 48/2, 49/1- 49/2, 50, 51, 52/1- 52/2A- 52/2B- 52/2C- 52/2D, 53, 54, 55/1- 55/2A/1- 55/2A/2- 55/2B- 55/2C- 55/2D- 55/3, 56/1- 56/2, 57, 58, 59, 60/1- 60/2, 61/1- 61/2- 61/3, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79/1- 79/2- 79/3, 80/1- 80/2, 81/1- 81/2, 82/1- 82/2, 83, 84/1A/1- 84/1A/2- 84/1B- 84/1C- 84/2, 85/1, 97, 98, 99, 100, 101, 102, 103, 104/1- 104/2- 104/3, 105/1- 105/2, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116/1- 116/2- 116/3, 117/1- 117/2, 118, 119, 120, 121, 122, 123/1A- 123/1B- 123/2, 124, 125, 126, 127, 128/1- 128/2, 129, 130, 131, 133, 132, 135, 136, 137, 138, 139/1- 139/2, 140/1- 140/2, 141/1/A- 141/1/B- 141/1/C- 141/2, 142, 143, 144/1- 144/2, 145, 146/1- 146/2, 147, 148, 149/1- 149/2- 149/3, 150, 151, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169/1- 169/2- 169/3, 170, 171/1- 171/2, 172/1- 172/2, 173, 174, 175, 176/1-176/2, 177/1- 177/2, 178/1- 178/2- 178/3, 179, 180/1- 180/2, 181, 182, 183, 184, 185, 186, 187, 188, 189/1- 189/2- 189/3, 190, 191, 192, 193/1- 193/2- 193/3, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206/1- 206/3, 207/1- 207/2- 207/3, 208, 209, 210, 211, 212/1- 212/2, 213, 214, 224, 225/1- 225/3, 226, 227/1- 227/3, 228/1- 228/2, 230, 461, 462/1- 462/2, 463, 464, 465, 466, 467, 468, 470, Road, Nallah.

(3) Plot numbers within acquisition area in village Charur Khati :

412, 413, 414, 415, 416, 417, 418, 419, 420, 451, 452, 453, 454, 455, 456, 457, 458, 459/1- 459/2, 460, 461/1- 461/2, 462, 463, 465/1- 465/2/1- 465/2/2- 465/2/3, 493, 494, 516, Road, Nallah

(4) Plot numbers within acquisition area in village Marda :

116, 117, 118/1- 118/2, 119, 120, 121, 122, 123, 124, 126/1- 126/2, 127, 128, 129/A- 129/B/1- 129/B/2, 130/1- 130/2, 131, 133/1- 133/2, 134/1- 134/2, 135, 136, 149/1- 149/2, 150, 151/1- 151/2, 152, 153, 154, 155/1- 155/2, 156, 157, 158, 159, 160, 161/1- 161/2, 164, 165, 166, 167, 168, 169/1- 169/2, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179/1- 179/2, 180, 181/1- 181/2- 181/3- 181/4, 182, 183, 184/1- 184/2, 185/1- 185/2, 186, 187/1- 187/2, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205/1- 205/2A- 205/2B, 206/1- 206/2, 207, 208, 209, 210, 211, 212,

213/1- 213/2, 214, 215, 216/1- 216/2- 216/3- 216/4, 217, 218, 219, 224, 247, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 266, 304, 305, 306/1- 306/2, 307, 308/1- 308/2- 308/3, 309, 310, 313, 314, Road.

(5) Plot numbers within acquisition area in village Naydeo :

9, 10, 11/1- 11/2, 12, 13/1- 13/2, 14, 15, 16, 17, 18/1A- 18/1B- 18/2- 18/3- 18/4, 19, 20/1- 20/2, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31/1- 31/2, 32, 33, 34, 35, 36/1- 36/2- 36/3, 37, 38/1- 38/2, 39, 40/1- 40/2, 41/1- 41/2, 42, 43/1- 43/2, 44/1- 44/2- 44/3, 45/1A- 45/1B- 45/1C- 45/2A- 45/2B- 45/2C- 45/3A- 45/3B- 45/3C, 46/2A- 46/2B.

(6) Plot numbers within acquisition area in village Nagala Rith :

1, 2/1- 2/2, 3/1- 3/2, 4, 5, 6/1- 6/2- 6/3, 7/1- 7/2, 8, 9, 10/A- 10/B, 11, 12, 13/1- 13/2- 13/3, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24/1- 24/2- 24/3, 25, 29, Nallah, Road.

Part - II

(1) Plot number within acquisition area in village Yekona :

164/1/1- 164/1/2- 164/2B- 164/2A, 165, 166, 167/1- 167/2, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177/1- 177/2, 178/1- 178/2, 180/1A- 180/1B- 180/2- 180/3- 180/4- 180/5- 180/6- 180/7- 180/8, 181/1- 181/2- 181/3- 181/4, 182/1/A- 182/1/B- 182/2/A- 182/2/B, 183/1A- 183/1B- 183/2- 183/3A- 183/3B- 183/4- 183/5, 184/1- 184/2, 185/1- 185/2, 190, 191, 192, 193, Government land.

(2) Plot number within acquisition area in village Marda :

2, 3, 4, 5, 6/1A- 6/1B- 6/2A- 6/2B, 7, 8, 9, 10/1A- 10/1B- 10/1C- 10/1D- 10/2- 10/3- 10/4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23/1- 23/2, 24, 25, 26, 27, 28, 29, 30, 31, 32/1- 32/2, 33, 34, 35, 36, 37, 38, 39/1- 39/2, 40, 41, 42, 43, 44, 45/1- 45/2, 46/1- 46/2, 47, 48, 49/1- 49/2, 50, 51, 52/1A- 52/1B- 52/1C- 52/2, 53/1- 53/2- 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68/A- 68/B- 68/C, 69/1- 69/2- 69/3- 69/4- 69/5, 70/1- 70/2, 71, 72, 73, 74, 76/1- 76/2, 275, 276, 277, 278/1- 278/2, 279, 280, 281, 282, 283, 284, 285, 286, 320/1- 320/2, 321/1- 321/2- 321/3, 323, 324, 441, 442, Road, Nallah.

Boundary description:

Part-I

- A – B : Line starts from Point 'A' on the Road in village Wanoja passes in North-West direction and meets at Point 'B'.
- B – C : Line starts from Point 'B' passes through village Wanoja and meets at Point 'C' on the Road in village Wanoja.
- C – D : Line starts from Point 'C' on the Road in village Wanoja passes in North-East direction crosses the Canal and ends at Point 'D' on the common village boundary of villages Wanoja and Nagada Rith.
- D – E : Line starts from Point 'D' on common village boundary of villages Wanoja and Nagada Rith passes in North direction crosses the Canal and meets at Point 'E' on common village boundary of villages Nagada Rith and Naydeo.
- E-F-G : Line starts from Point 'E' on common village boundary of villages Nagada Rith and Naydeo passes in North direction in village Naydeo and meets at Point 'F' and then passes in West direction and ends at Point 'G' on common village boundary of villages Naydeo and Charur Khati.
- G-H-I : Line starts from Point 'G' on common village boundary of villages Naydeo and Charur Khati passes in West direction in village Charur Khati passes through Point 'H' then passes South-East direction along the boundary of the land already acquired for Yekona – I OC crosses the Canal and meets at Point 'I' on common village boundary of villages Charurkhathi and Wanoja.
- I – J : Line starts from Point 'I' on common village boundary of villages Charur Khati and Wanoja passes in South direction along the common village boundary of villages Charur Khati and Wanoja then passes through village Wanoja along the boundary of land already acquired for Yekona – I OC and meets at Point 'J' on common village boundary of villages Wanoja and Marda.
- J – K : Line starts from Point 'J' on common village boundary of villages Wanoja and Marda passes through Marda village along the boundary of land already acquired for Yekona – I OC crosses the Road and meets at Point 'K' on common village boundary of villages Yekona and Marda.
- K – L : Line starts at Point 'K' through village Yekona along the outer boundary of land already acquired for Yekona – I OC and meets at Point 'L' on the South bank of Canal.
- L – M : Line starts from Point 'L' in village Yekona passes along the South Bank of Canal in West direction and meets at Point 'M'.

- M – N : Line starts from Point 'M' on South bank of Canal passes in South direction crosses the Road passes along the outer boundary of land already acquired for Yekona – II OC and meets at Point 'N' on common village boundary of villages Yekona and Marda.
- N – O : Line starts from Point 'N' on common village boundary of villages Yekona and Marda passes in South-East direction in village Marda along with outer boundary of land already acquired for Yekona – II OC and meets at Point 'O' on the Road.
- O – P : Line starts from Point 'O' on the Road in village Marda passes South-East direction along the outer boundary of land already acquired for Yekona – I OC and meets at Point 'P'.
- P – Q : Line starts from Point 'P' passes in South-West direction along the outer boundary of land already acquired for Yekona – II OC and meets at starting Point 'Q' in village Marda.
- Q – A : Line starts from Point 'Q' passes in East direction along the Road and ends at Point 'A' on Road in village Wanoja.

Part – II

- R – S : Line starts from Point 'R' on North Bank of Wardha River passes through village Marda in South-East direction and meets at Point 'S'.
- S – T : Line starts from Point 'S' in village Marda passes in East direction along the Road and meets at Point 'T' on the Road in village Marda.
- T – U : Line starts from Point 'T' passes in North direction along the boundary of land already acquired for Yekona – II OC and meets at Point 'U'.
- U – V : Line starts from Point 'U' passes along the boundary of land already acquired for Yekona – II OC in North-East direction crosses the Road then passes along another Road in North-West direction and meets at Point 'V' on the Road.
- V – W : Line starts from Point 'V' passes through village Yekona along the boundary of land already acquired for Yekona – II OC and meets at Point 'W' in village Yekona.
- W – X : Line starts from Point 'W' passes along the boundary of land acquired for Yekona – II and meets at Point 'X' on East Bank of Wardha River.
- X – R : Line starts from Point 'X' passes in South-East direction along the Eastern Bank of River and ends of starting Point 'R'.

[F. No. 43015/7/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

नई दिल्ली, 28 मई, 2019

का.आ. 878.—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे दी गई अनुसूची के स्तम्भ (2) में विनिर्दिष्ट अधिकारियों को, उक्त अधिनियम के प्रयोजनों के लिए और उक्त अनुसूची के स्तम्भ (3) यथा विनिर्दिष्ट 'ओडिशा कोल एण्ड पावर लिमिटेड (ओडिशा सरकार की कंपनी), जोन-ए, ग्राउंड फ्लोर, फोर्चुन टावर्स, चन्द्रशेखरपुर, भूबनेश्वर-751023, ओडिशा' की अधिकारिता के भीतर आने वाले स्तम्भ (5) में विनिर्दिष्ट क्षेत्रों के संबंध में उक्त सक्षम प्राधिकारियों के सामने स्तम्भ (4), में की तत्स्थानी प्रविष्टि में यथाविनिर्दिष्ट ऐसी धाराओं के लिए सक्षम प्राधिकारी नियुक्त करती है :-

अनुसूची

क्रम संख्या	सक्षम प्राधिकारी के रूप में नियुक्त व्यक्ति का पदनाम	शासकीय पता	अधिनियम की धारा	अधिकारिता का क्षेत्र
(1)	(2)	(3)	(4)	(5)
1.	मुख्य कार्यकारी अधिकारी, खान का प्रधान, अवरसंरचना के मुख्य, महाप्रबंधक (सिविल), अपर महाप्रबंधक (खान), अपर महाप्रबंधक (मेकेनिकल), उप महा प्रबंधक (सीएसआर और आर एण्ड आर), प्रबंधक (सर्वेक्षण), उप प्रबंधक (सर्वेक्षण), वरिष्ठ सहायक प्रबंधक (सीएसआर और आर एण्ड आर), सलाहकार (भू-विज्ञान), ओडिशा कोल एण्ड पावर लिमिटेड (ओसीपीएल) के ज्येष्ठ सहायक प्रबंधक (भू-विज्ञान)	ओडिशा कोल एण्ड पावर लिमिटेड, जोन-ए, ग्राउंड फ्लोर, फोर्चुन टावर्स, चन्द्रशेखरपुर, भूबनेश्वर-751023, ओडिशा.	धारा 4 की उप-धारा (3)	(क) पूर्वक्षेपण कोयला के लिए भूमि में प्रवेश और सर्वेक्षण करना ; (ख) उप - मृदा में खोदना या वेधन करना; (ग) भूमि में कोयला के पूर्वक्षेपण के लिए सभी आवश्यक कार्य किए जाना; (घ) भूमि की सीमाएं चिह्नित करना जिनमें पूर्वक्षेपण के लिए प्रस्तावित किया जाना है; (ङ) ऐसी सीमाओं और पंक्ति को चिह्नित करने के लिए चिह्नों को लगाना; (च) जहां सर्वेक्षण पूरा नहीं किया जा सकता है और सीमाएं तथा पंक्ति चिह्नित किए गए हैं, वहाँ कम किसी खड़ी फसल, बाड़ या जंगल के किसी भाग को कम और साफ करना ।
2.	मुख्य कार्यकारी अधिकारी, खान का प्रधान, अवरसंरचना के मुख्य, महाप्रबंधक (सिविल), अपर महाप्रबंधक (खान), अपर महाप्रबंधक (मेकेनिकल), उप महा प्रबंधक	ओडिशा कोल एण्ड पावर लिमिटेड, जोन-ए, ग्राउंड फ्लोर, फोर्चुन टावर्स, चन्द्रशेखरपुर, भूबनेश्वर-751023,	धारा 6	कारित होने वाली संभाव्य क्षति की रकम पर प्रतिकर का संदाय और केन्द्रीय सरकार को विवाद निर्दिष्ट करना ।

	(सीएसआर और आर एण्ड आर), वित्त के प्रधान, उप प्रबंधक (वित्त), ज्येष्ठ सहायक प्रबंधक (वित्त), सहायक प्रबंधक (वित्त), सलाहकार (भूमि और सम्पदा), सलाहकार (विधि और सचिवालय), सलाहकार (कोयला), ज्येष्ठ सहायक प्रबंधक (विधि), ओडिशा कोल एण्ड पावर लिमिटेड (ओसीपीएल) के कंपनी सचिव.	ओडिशा.		
3.	कोयला नियंत्रक	कोयला नियंत्रक का कार्यालय, 1, काउंसिल हाउस स्ट्रीट, कोलकाता – 700001	धारा 8 की उप-धारा (2)	अर्जन के विरुद्ध आक्षेपों की सुनवाई और केंद्रीय सरकार को रिपोर्ट प्रस्तुत किया जाना।
4.	मुख्य कार्यकारी अधिकारी, खान का प्रधान, महा प्रबंधक (अवरसंरचना), अपर महा प्रबंधक (खान), अपर महाप्रबंधक (मेकेनिकल), उप महा प्रबंधक (सीएसआर और आर एण्ड आर), वित्त के प्रधान, प्रबंधक (वित्त), ओडिशा कोल एण्ड पावर लिमिटेड (ओसीपीएल) के उप प्रबंधक (वित्त).	ओडिशा कोल एण्ड पावर लिमिटेड, जोन-ए, ग्राउंड फ्लोर, फोर्चुन टावर्स, चन्द्रशेखरपुर, भूबनेश्वर-751023, ओडिशा.	<p>धारा 12</p> <p>धारा 13 की उप-धारा (6)</p> <p>धारा 14 की उप-धारा (1)</p> <p>धारा 14 की उप-धारा (4)</p> <p>धारा 16</p> <p>धारा 17</p> <p>धारा 19</p>	<p>व्यक्तियों को भूमि का कब्जा अभ्यर्पित करने और उसका कब्जा लेने के लिए सूचना।</p> <p>नुकसानी के लिए प्रतिकर का संदाय जिसका अधिनियम में कहीं भी उपबंध नहीं किया गया है।</p> <p>करार द्वारा नियत प्रतिकर का संदाय।</p> <p>प्रतिकर की उचित रकम के संबंध में अधिकरण के समक्ष कथन।</p> <p>अधिकरण द्वारा अधिनिर्णित ब्याज का संदाय।</p> <p>प्रतिकर का संदाय।</p> <p>केन्द्रीय सरकार द्वारा</p>

			धारा 20 की उप-धारा (3)	प्रत्यायोजित शक्तियों और कर्तव्यों का प्रयोग करना। केन्द्रीय सरकार द्वारा अपील की सुनवाई के दौरान रिपोर्ट देना और अपने आदेश का निष्कर्ष देना।
			धारा 21	जानकारी प्राप्त करने की शक्ति।
5.	मुख्य कार्यकारी अधिकारी, खान का प्रधान, महा प्रबंधक (अवरसंरचना), अपर महा प्रबंधक (खान), अपर महाप्रबंधक (मेकेनिकल), उप महा प्रबंधक (सीएसआर और आर एण्ड आर), वित्त के प्रधान, प्रबंधक (वित्त), प्रबंधक (सीएसआर और आर एण्ड आर), प्रबंधक (सर्वेक्षण), उप प्रबंधक (सर्वेक्षण), उप प्रबंधक (वित्त), ओडिशा कोल एण्ड पावर लिमिटेड (ओसीपीएल) के ज्येष्ठ सहायक प्रबंधक (सीएसआर और आर एण्ड आर).	ओडिशा कोल एण्ड पावर लिमिटेड, जोन- ए, ग्राउंड फ्लोर, फोर्चुन टावर्स, चन्द्रशेखरपुर, भुवनेश्वर-751023, ओडिशा.	धारा 22	प्रवेश करने और निरीक्षण करने की शक्ति।

[फा. सं. 43015/5/2019-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

New Delhi, the 28th May, 2019

S.O. 878.—In exercise of the powers conferred by section 3 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby appoints the officers specified in column (2) of the Schedule below to be competent authorities for the purposes of the said Act and for the provisions of such sections as are specified against the said competent authorities in the corresponding entry in column (4) thereof, in respect of the areas specified in column (5) falling within the jurisdiction of 'Odisha Coal and Power Limited (A Company of Government of Odisha), Zone-A, Ground Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar-751023, Odisha', as specified in column (3) of the said Schedule.

SCHEDULE

Serial number	Designation of person appointed as competent authority	Official address	Section of the Act	Area of Jurisdiction
(1)	(2)	(3)	(4)	(5)
1.	Chief Executive Officer, Head of Mine, Chief of Infrastructure, General Manager (Civil), Additional General Manager (Mines), Additional General Manager (Mechanical), Deputy	Odisha Coal and Power Limited, Zone-A, Ground Floor, Fortune Towers, Chandrasekharapur,	Sub-section (3) of section 4.	(a) To enter upon and survey the land for prospecting coal; (b) To dig or bore into the sub-soil; (c) To do all acts necessary

	General Manager (CSR and R and R), Manager (Survey), Deputy Manager (Survey), Senior Assistant Manager (CSR and R and R), Advisor (Geology), Senior Assistant Manager (Geology) of Odisha Coal and Power Limited (OCPL).	Bhubaneswar-751023, Odisha.		to prospect for coal in the land; (d) To set out boundaries of the land in which prospecting is proposed to be done; (e) To mark such boundaries and line by placing marks; and (f) Where survey cannot be completed and the boundaries and line marked, to cut down and clear away any part of standing crop, fence or jungle.
2.	Chief Executive Officer, Head of Mine, Chief of Infrastructure, General Manager (Civil), Additional General Manager (Mines), Additional General Manager (Mechanical), Deputy General Manager (CSR and R and R), Head of Finance, Deputy Manager (Finance), Senior Assistant Manager (Finance), Assistant Manager (Finance), Advisor (Land and Estate), Advisor (Legal and Secretariat), Advisor (Coal), Senior Assistant Manager (Law), Company Secretary, of Odisha Coal and Power Limited (OCPL).	Odisha Coal and Power Limited, Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023, Odisha.	Section 6.	Payment of compensation on amount of damage likely to be caused and referring dispute to Central Government.
3.	Coal Controller.	Office of the Coal Controller, 1, Council House Street, Kolkata-700001.	Sub-section (2) of section 8.	Hearing of objections against acquisition and submitting of report to Central Government.
4.	Chief Executive Officer, Head of Mine, General Manager (Infrastructure), Additional General Manager (Mines), Additional General Manager (Mechanical), Deputy General Manager (CSR and R and R), Head of Finance, Manager (Finance), Deputy Manager (Finance) of Odisha Coal and Power Limited (OCPL).	Odisha Coal and Power Limited, Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023, Odisha.	Section 12. Sub-section (6) of section 13. Sub-section (1) of section 14. Sub-section (4) of section 14. Section 16. Section 17. Section 19.	Notice to persons to surrender possession of land and take possession thereof. Payment of compensation for damages not provided elsewhere in the Act. Payment of compensation fixed by agreement. Statement before the Tribunal regarding fair amount of compensation. Payment of interest on awarded by the Tribunal. Payment of compensation.

			Sub-section (3) of section 20.	To exercise the powers and duties delegated by the Central Government.
			Section 21.	Giving of report during hearing of appeal by the Central Government and the finding of its order. Power to obtain information.
5.	Chief Executive Officer, Head of Mine, General Manager (Infrastructure), Additional General Manager (Mines), Additional General Manager (Mechanical), Deputy General Manager (CSR and R and R), Head of Finance, Manager (Finance), Manager (CSR and R and R), Manager (Survey), Dy. Manager (Survey), Dy. Manager (Finance), Senior Assistant Manager (CSR and R and R) of Odisha Coal and Power Limited (OCPL).	Odisha Coal and Power Limited, Zone-A, Ground Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023, Odisha.	Section 22.	Power to enter and inspect.

[F. No. 43015/5/2019-LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 17 मई, 2019

का. आ. 879.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा.मा. सं. (भाग/ अनुभाग) : वर्ष
1	6590011013	20190208	मेसर्स बरनी ज्वेलरी 89, डी बी रोड, आर. एस. पुरम, कोयम्बतूर -641002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
2	6590011619	20190208	मेसर्स हेमा ज्वेल्स 310/1, राजा स्ट्रीट, कोयम्बतूर -641001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014

3	6590010718	20190208	मेसर्स गुलाब पैराडाइस 142, 143, मुख्य बज़ार, ऊटी-643001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
4	6590011114	20190208	मेसर्स पवित्रम ज्वेल सिटी 372, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर -641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
5	6590011215	20190208	मेसर्स पवित्रम ज्वेलर्स 276/277/278, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर -641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
6	6590011417	20190208	मेसर्स सुवश्री ज्वेलर्स 130 B, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर -641012	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
7	6590010920	20190208	मेसर्स लता ज्वेलरी N-ब्लॉक सं: 4, कोवैपुदुर, कोयम्बतूर-641042	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
8	6590011518	20190208	मेसर्स आर के ज्वेल्स 51,55, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर -641012	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
9	6590011316	20190208	मेसर्स तंगामयिल ज्वेलरी लिमिटेड सं:40, एम के जी कॉम्प्लेक्स, न्यू स्कीम रोड, पोल्लाची- 642001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
10	6590010819	20190208	मेसर्स वसन्तास रत्ना आभरणा 251 क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर -641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
11	6590012116	20190212	मेसर्स वसन्तास रत्ना आभरणा 251 क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर -641012	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
12	6590011813	20190212	मेसर्स श्री वैभव ज्वेल्स 6/1, भारती स्ट्रीट, महालिंगापुरम, पोल्लाची -642002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
13	6590011914	20190212	मेसर्स पवित्रम ज्वेल सिटी 372, क्रॉस कट रोड,	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता	IS 2112 :

			गाँधीपुरम, कोयम्बतूर -641012	एवं मुहरांकन	2014
14	6590012015	20190212	मेसर्स पवित्रम ज्वेलर्स 276/277/278, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर- 641012	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
15	6590011720	20190212	मेसर्स महालक्ष्मी ज्वेलर्स 75/2, 12 B, चेट्टीपालयम रोड, जी डी फार्मसी के सामने, कुरिची, पोदनूर, कोयम्बतूर- 641023	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
16	6500037607	20190213	मेसर्स मेकमो पम्प्स इंडस्ट्रीस सं. 2, जानकी अम्माल लेऔट, अम्बाल नगर, आवरमपालयम, गणपति पोस्ट, कोयम्बतूर- 641006	निम्नजनीय पम्पसेट	IS 8034: 2002
17	6500037506	20190216	मेसर्स श्री बन्नारीअम्मन मिनरल्स 1/548, तुलूकनातोड्टम, नन्जप्पानगर, पोयमपालयम, पूनुवापट्टी (पोस्ट), तिरुप्पुर-641602	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	IS 14543: 2016
18	6590012520	20190218	मेसर्स ए आर वी तंगा मालिगै सं. 396, सुबू कॉम्प्लेक्स, तडागम रोड, पाल कंपनी बस स्टॉप, कोयम्बतूर-641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
19	6590012217	20190218	मेसर्स तम्बी अन्ना ज्वेलर्स सं. 21, शिवाशन्मुगम स्ट्रीट, ईरोड -638001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
20	6590012419	20190218	मेसर्स श्री अबिरामी तंगा मालिगै एस एफ सं. 337, ईरोड रोड, वेल्लाकोविल, तिरुप्पुर - 638111	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
21	6590012318	20190218	मेसर्स श्री वैभव ज्वेल्स 6/1, भारती स्ट्रीट, महालिंगापुरम, पोल्लाची -642002	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
22	6590012714	20190220	मेसर्स श्री अबिरामी तंगा	चाँदी एवं चाँदी मिश्रधातुएं,	IS 2112 :

			मालिगै एस एफ सं. 337, ईरोड रोड, वेल्लाकोविल, तिरुप्पुर - 638111	आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	2014
23	6590012613	20190220	मेसर्स ए वी आर स्वर्णमहल ज्वेलरी प्रायवेट लिमिटेड 102, आर के वी रोड, ईरोड- 638001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
24	6590012815	20190227	मेसर्स तंगामयिल श्री पलनीमुरुगन ज्वेलरी 180, बज़ार स्ट्रीट, पोल्लाची तालुक, पोल्लाची-642001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
25	6500037405	20190212	मेसर्स श्री मुरुगन इंजीनियरिंग सं.45, प्रीमियर इंडस्ट्रियल एस्टेट, बालासुन्दरम स्ट्रीट, के.आर.पुरम, कोयम्बतूर- 641006.	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472: 1998
26	6500038011	20190221	मेसर्स ग्रेन्सा इंडस्ट्रीस यूनिट ऑफ सी आर अई पम्प्स प्रायवेट लिमिटेड 66/2, अतिपालयम रोड, चिन्नावेदमपट्टी, कोयम्बतूर- 641049	लाइन ऑपरेटेड तीन फेज ए.सी. मोटर (आईई कोड) “ दक्षता वर्गीकरण एवं कार्यकारिता विशिष्ट”	IS 12615: 2018
27	6500037910	20190221	मेसर्स डेटाफील्ड इंडिया प्रायवेट लिमिटेड 119/1B एवं 2B, मुदलिपालयम रोड, अरसूर पोस्ट, कोयम्बतूर-641407	250 वोल्ट तक की रेटित वोल्टता वाले और 16 एम्पीयर तक की रेटित करंट वाले प्लग और सॉकेट निकास की विशिष्टि	IS 1293: 2005
28	6500037809	20190221	मेसर्स गोवान स्टील्स प्रायवेट लिमिटेड एस एफ सं.544/1,2,3,सेंगालीपालयम पिरिवु, चिन्ना कन्नूर पोस्ट, करुवलूर, अविनाशि, तिरुप्पुर- 641655	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार	IS 1786: 2008

29	6500037708	20190221	मेसर्स गोवान स्टील्स प्रायवेट लिमिटेड एस एफ सं. 544/ 1, 2, 3, सेंगलीपालयम पिरिवु, चिन्ना कन्नूर पोस्ट, करुवलूर, अविनाशि, तिरुप्पुर-64 1655	सामान्य संरचना इस्पात हेतु पुनर्वेल्लन के लिए कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लेब	IS 2830: 2012
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[सं. सी एम डी/13 : 11]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 17th May, 2019

S.O. 879.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1	6590011013	20190208	M/s. Barani Jewellery 89, D.B.Road, R.S.Puram, Coimbatore -641002	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
2	6590011619	20190208	M/s. Hema Jewells 310/1,Raja Street, Coimbatore -641001	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
3	6590010718	20190208	M/s. Gulab Paradise 142,143,Main Bazzar, Ooty-643001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
4	6590011114	20190208	M/s. Pavizham Jewel City 372,Crosscut Road,Gandhipuram,, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
5	6590011215	20190208	M/s. Pavizham Jewellers 276/277/278, Crosscut Road, Gandhipuram,, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
6	6590011417	20190208	M/s. Subasree Jewellers 130 B, Cross Cut Road,Gandhipuram,, Coimbatore -641012	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
7	6590010920	20190208	M/s. Latha Jewellery N-Block No:4,Kovaipudur, Coimbatore-641042	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
8	6590011518	20190208	M/s. R.K.Jewellss 51,55,Cross Cut Road,Gandhipuram, Coimbatore -641012	Silver and Silver Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 2112 : 2014

9	6590011316	20190208	M/s. Thangamayil Jewellery Limited No:40,M.K.G Complex, New Scheme Road, Pollachi-642001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
10	6590010819	20190208	M/s. Vasantha's Rathna Abarna 251,Crosscut Road, Gandhipuram, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
11	6590012116	20190212	M/s. Vasantha's Rathna Abarna 251, Crosscut Road, Gandhipuram, Coimbatore -641012	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
12	6590011813	20190212	M/s. Sri Vaibhav Jewels 6/1,Bharathi Street, Mahalingapuram, Pollachi-642002	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
13	6590011914	20190212	M/s. Pavizham Jewel City 372, Cross Cut Road, Gandhipuram, Coimbatore -641012	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
14	6590012015	20190212	M/s. Pavizham Jewellers 276,277,278,Cross Cut Road, Gandhipuram,, Coimbatore -641012	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
15	6590011720	20190212	M/s. Mahalakshmi Jewellers 75/2,12 B, Chetipalayam Road, Opp. GD Pharmacy, Kurichi, Podanur, Coimbatore -641023	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
16	6500037607	20190213	M/s. Macmo Pumps Industries No. 2, Janaki Ammal Layout, Ambal Nagar, Avaramplayam, Ganapathy Post, Coimbatore-641006	Submersible Pumpsets	IS 8034: 2002
17	6500037506	20190216	M/s. Sri Bannariamman Minerals 1/548, Thulukkanthottam, Nanjappanagar, Poyampalayam, Pooluvapatti (P.O.), Tiruppur-641602	Packaged Drinking Water(Other Than Packaged Natural Mineral Water)	IS 14543: 2016
18	6590012520	20190218	M/s. ARV Thanga Maligai No.396,Subbu Complex, Thadagam Road, Pal Company Bus Stop,Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
19	6590012217	20190218	M/s. Thambi Anna Jewellers No.21,Sivashanmugam Street, Erode -638001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
20	6590012419	20190218	M/s. Sree Abirami Thanga Maaligai SF. No.337, Erode Road,Vellakovil, Tirupur -638111	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
21	6590012318	20190218	M/s. Sri Vaibav Jewels 6/1,Bharathi Street, Mahalinga Puram, Pollachi-642002	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014

22	6590012714	20190220	M/s. Sree Abirami Thanga Maaligai SF. No.337, Erode Road,Vellakovil, Tirupur -638111	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
23	6590012613	20190220	M/s. AVR Swarnamahar Jewellery Private Limited 102,R.K.V.Road, Erode 638001Erode	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
24	6590012815	20190227	M/s. Thangamayil Sree Palanimurugan Jewellery 180, Bazaar Street, Pollachi Taluk, Pollachi-642001	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
25	6500037405	20190212	M/s. Sri Murugan Engineering No.45, Premier Industrial Estate Balasundaram Street, K.R.Puram, Coimbatore 641006.	Centrifugal Regenerative Pumps For Clear, Cold Water	IS 8472: 1998
26	6500038011	20190221	M/s. Gransa Industries Unit of CRI Pumps Private Ltd. 66/2,Athipalayam Road, Chinnavedampatti, Coimbatore-641049	Line Operated Three Phase A.C. Motors (IE Code) "Efficiency Classes And Performance	IS 12615: 2018
27	6500037910	20190221	M/s. Datafield India Private Limited 119/1B& 2B, Mudalipalayam Road, Arasur Post, Coimbatore-641407	Plugs and Socket-Outlets of Rated Voltage up to and including 250 Volts and Rated Current upto and including 16 Amperes	IS 1293: 2005
28	6500037809	20190221	M/s. Govaan Steels Private Limited SF.No.544/1,2,3,Sengalipalayam Pirivu, Chinna Kanur P.O., Karuvalur, Avinashi, Tirupur-641655	High Strength Deformed Steel Bars And Wires For Concrete Reinforcement	IS 1786: 2008
29	6500037708	20190221	M/s. Govaan Steels Private Limited SF.No.544/1,2,3,Sengalipalayam Pirivu, Chinna Kanur P.O., Karuvalur, Avinashi, Tirupur-641655	Carbon Steel Cast Billet Ingots, Billets, Blooms And Slabs For Re-Rolling Into Steel For General Structural Purposes	IS 2830: 2012

[No. CMD/13:11]

MEENAKSHI GANESAN, Scientist 'F' & Head

नई दिल्ली, 17 मई, 2019

का.आ. 880.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा.मा. सं.(भाग/ अनुभाग) : वर्ष
1	6590012916	20190305	मेसर्स कृष्णा ज्वेलरी 131, पी वी कोइल स्ट्रीट, उदुमलपेट, तिरुपुर -642126	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
2	6500038112	20190304	मेसर्स आर के स्टील मेनुफेक्चरिंग कंपनी प्रायवेट लिमिटेड प्लॉट सं. NN50, सिपकोट इंडस्ट्रियल ग्रोथ सेंटर, पेरुन्दुरै, ईरोड-638052.	खोखले इस्पात के खंड संरचनात्मक प्रयोग के लिए	IS 4923: 2017
3	6500038306	20190305	मेसर्स आर के स्टील मेनुफेक्चरिंग कंपनी प्रायवेट लिमिटेड प्लॉट सं. NN50, सिपकोट इंडस्ट्रियल ग्रोथ सेंटर, पेरुन्दुरै, ईरोड-638052.	यांत्रिकीय और सामान्य इंजीनियरिंग उद्देश्य के लिए इस्पात नलिकाएँ	IS 3601: 2006
4	6500038205	20190305	मेसर्स आर के स्टील मेनुफेक्चरिंग कंपनी प्रायवेट लिमिटेड प्लॉट सं. NN50, सिपकोट इंडस्ट्रियल ग्रोथ सेंटर, पेरुन्दुरै, ईरोड-638052.	इस्पात नलिकाएँ संरचनात्मक उपयोगों के लिए	IS 1161: 2014
5	6500038407	20190321	मेसर्स बी जे इलक्ट्रोनिक्स प्रायवेट लिमिटेड 426/1-A, टेक्सपार्क रोड, नेत्रा नगर, सिविल एंराड्रॉम पोस्ट, कोयम्बतूर -64 1014	ए सी मोटर कैपेसिटर	IS 2993: 1998
6	6500038508	20190321	मेसर्स आर के स्टील मेनुफेक्चरिंग कंपनी प्रायवेट लिमिटेड प्लॉट सं. NN50, सिपकोट इंडस्ट्रियल ग्रोथ सेंटर, पेरुन्दुरै, ईरोड-638052.	इस्पात की नलियाँ, नलिकाकार सामग्रियाँ तथा इस्पात की अन्य फिटिंगें- भाग 1- इस्पात की नलियाँ	IS 1239 (Part 1): 2004
7	6590013017	20190327	मेसर्स एमराल्ड ज्वेल इंडस्ट्री इंडिया लिमिटेड 230, तिरुवेन्कटासामी रोड (पूर्व), आर एस पुरम, कोयम्बतूर-64 1002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016

[सं. सी एम डी/13: 11]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th May, 2019

S.O. 880.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1	6590012916	20190305	M/s. Krishna Jewellery 131, P.V. Koil Street, Udumalpet, Tirupur -642126	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
2	6500038112	20190304	M/s. R.K.Steel Manufacturing Company Private Limited Plot No.NN50,SIPCOT Industrial Growth Centre, Perundurai, Erode-638052.	Hollow Steel Sections For Structural Use	IS 4923: 2017
3	6500038306	20190305	M/s. R.K.Steel Manufacturing Company Private Limited Plot No.NN50,SIPCOT Industrial Growth Centre, Perundurai, Erode-638052.	Steel Tubes For Mechanical And General Engineering Purposes	IS 3601: 2006

4	6500038205	20190305	M/s. R.K.Steel Manufacturing Company Private Limited Plot No.NN50,SIPCOT Industrial Growth Centre, Perundurai, Erode-638052.	Steel Tubes For Structural Purposes	IS 1161: 2014
5	6500038407	20190321	M/S. B.J.Electronics Private Limited 426/1-A, Texpark Road, Nethra Nagar, Civil Aerodrome Post, Coimbatore-641014	A.C. Motor Capacitors	IS 2993: 1998
6	6500038508	20190321	M/s. R.K.Steel Manufacturing Company Private Limited Plot No.NN50,SIPCOT Industrial Growth Centre, Perundurai, Erode-638052.	Steel Tubes, Tubulars And Other Wrought Steel Fittings	IS 1239 (Part 1): 2004
7	6590013017	20190327	M/s. Emerald Jewel Industry India Limited 230,Thiruvankatasamy Road (East), R.S. Puram, Coimbatore-641002	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016

[No. CMD/13 : 11]

MEENAKSHI GANESAN, (Scientist 'F' & Head)

नई दिल्ली, 17 मई, 2019

का.आ. 881.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1	6590013118	20190402	मेसर्स जॉय आलुक्कास इंडिया प्रायवेट लिमिटेड दरवाजा सं. 378-381, जॉय आलुक्कास ज्वेलरी, राजेन्द्रा प्रसाद रोड, 100 फीट रोड, कोयम्बतूर- 641 012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
2	6590013219	20190402	मेसर्स रिलायन्स रीटेइल लिमिटेड 61-71, ब्रूकफील्ड्स प्लाज़ा, दुकान सं. G-14, कृष्णासामी रोड, कोयम्बतूर – 641 011	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
3	6590013320	20190402	मेसर्स रिलायन्स रीटेइल लिमिटेड 61-71, ब्रूकफील्ड्स प्लाज़ा, दुकान सं. G-14, कृष्णासामी रोड, कोयम्बतूर – 641 011	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
4	6500038609	20190404	मेसर्स कौमा पैकेजड ड्रिंकिंग वाटर एस एफ सं. 100/1, मार्चानायकनपालयम, औतोपोल्लाची पोस्ट, पोल्लाची तालुक, कोयम्बतूर-642103	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	IS 14543: 2016
5	6590013413	20190404	मेसर्स ए जी अई पर्स एन्ड डायमन्ड्स प्रायवेट लिमिटेड सं 22, मॉडल नगर, चिन्नावेदमपट्टी, कोयम्बतूर – 641 049	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
6	6590013615	20190408	मेसर्स चिन्नानन ज्वेलरी 157, बाज़ार स्ट्रीट, पोल्लाची-642001, कोयम्बतूर	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
7	6590013514	20190408	मेसर्स पंचतारा ज्वेल्स 323, दुकान सं. 3, राजा स्ट्रीट, कोयम्बतूर – 641 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
8	6590013716	20190408	मेसर्स श्री तिरुप्पति ज्वेलर्स तल मंजिल, 373, सेन्ट मेरीस कॉम्प्लेक्स, एस बी अई के सामने, नेताजी स्ट्रीट, ईरोड – 638 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016

9	6500038811	20190408	मेसर्स हरि हरन मिनरल्स पुराना सं. 12/48B, नया सं. 474/1, 2A, 2A3, कालिपालयम, विजयापुरम पोस्ट, तिरुप्पुर - 64 1606	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	IS 14543: 2016
10	6500038710	20190408	मेसर्स जीवानीरा इंडस्ट्रीस 198, F 3, शिवाकामी नगर, यू के टेक्स के पास, गौंधी नगर पोस्ट, तिरुप्पुर- 641603	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	IS 14543: 2016
11	6500038912	20190410	मेसर्स विवेक प्लास्ट एण्ड इंजीनियरिंग द. सं. 12-1, कोवै इंडस्ट्रियल पार्क, कोविलपालयम पोस्ट, कोयम्बतूर-64 1107.	सिंचाई उपस्कर – सिंचाई लेटरल के लिए पॉलीएथिलीन पाइप्स	12786:1989
12	6500039005	20190410	मेसर्स विवेक प्लास्ट एण्ड इंजीनियरिंग द. सं. 12-1, कोवै इंडस्ट्रियल पार्क, कोविलपालयम पोस्ट, कोयम्बतूर-64 1107.	सिंचाई उपस्कर – उत्सर्जकी पाइप पद्धतियाँ	13488:2008

[सं. सी एम डी 13: 11]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th May, 2019

S.O. 881.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec.Year
1	6590013118	20190402	M/s. Joy Alukkas India Private Limited Door No 378-381, Joy Alukkas Jewellery, Rajendra Prasad Road, 100 Feet Road, Coimbatore – 641 012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
2	6590013219	20190402	M/s. Reliance Retail Limited 61-71, Brookfields Plaza, Shop No. G-14, Krishnasamy Road, Coimbatore – 641 011	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
3	6590013320	20190402	M/s. Reliance Retail Limited 61-71, Brookfields Plaza, Shop No. G-14, Krishnasamy Road, Coimbatore – 641 011	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014
4	6500038609	20190404	M/s. Cowma Packaged Drinking Water SF No. 100/1, Marchanaickenpalayam, Authupollachi Post, Pollachi Taluk, Coimbatore-642103	Packaged Drinking Water(Other than Packaged Natural Mineral Water)	IS 14543: 2016
5	6590013413	20190404	M/s. AGI Pearls And Diamonds Private Limited No 22, Model Nagar, Chinnavedampatty, Coimbatore – 641 049	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
6	6590013615	20190408	M/s. Chinnaannan Jewellery 157, Bazaar Street, Pollachi-642001, Coimbatore	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
7	6590013514	20190408	M/s. Panchatharaa Jewels 323, Shop No. 3, Raja Street, Coimbatore – 641 001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
8	6590013716	20190408	M/s. Sri Tiruppathi Jewellers	Gold and Gold Alloys,	IS 1417 : 2016

			Ground Floor, 373, St Mary's Complex, Opp To SBI, Nethaji Street, Erode – 638 001	Jewellery/Artefacts - Fineness and Marking	
9	6500038811	20190408	M/s. Hari Haran Minerals, Old No. 12/48B, New No.474/1, 2A, 2A3, Kalipalayam, Vijayapuram Post, Tirupur- 641606	Packaged Drinking Water(Other than Packaged Natural Mineral Water)	IS 14543: 2016
10	6500038710	20190408	M/s. Jeevaneera Industries, 198, F 3, Sivakami Nagar, Near UK Tex, Gandhi Nagar Post, Tirupur- 641603	Packaged Drinking Water(Other than Packaged Natural Mineral Water)	IS 14543: 2016
11	6500038912	20190410	M/s. Vivek Plast And Engineering D.No.12-1, Covai Industrial Park, Kovilpalayam Post, Coimbatore-641107.	Irrigation Equipment- Polyethylene Pipes for Irrigation Laterals	12786:1989
12	6500039005	20190410	M/s. Vivek Plast And Engineering D.No.12-1, Covai Industrial Park, Kovilpalayam Post, Coimbatore-641107.	Irrigation Equipment- Emitting Pipes System	13488:2008

[No. CMD/13:11]

MEENAKSHI GANESAN, Scientist 'F' & Head

नई दिल्ली, 17 मई, 2019

का.आ. 882.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
फरवरी, 2019 - शून्य				

[सं. सी एम डी/13: 13]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th May, 2019

S.O. 882.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
February, 2019 - NIL				

[No. CMD/13: 13]

MEENAKSHI GANESAN, Scientist 'F' & Head

नई दिल्ली, 17 मई, 2019

का.आ. 883.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
मार्च, 2019 - शून्य				

[सं. सी एम डी/13: 13]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th May, 2019

S.O. 883.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
March, 2019 - NIL				

[No. CMD/13 : 13]

MEENAKSHI GANESAN, Scientist 'F' & Head

नई दिल्ली, 17 मई, 2019

का.आ. 884.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
अप्रैल, 2019 - शून्य				

[सं. सी एम डी/13 : 13]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th May, 2019

S.O. 884.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
April, 2019 - NIL				

[No. CMD/13 : 13]

MEENAKSHI GANESAN, Scientist 'F' & Head

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 मई, 2019

का.आ. 885.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीया (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाईप लाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन्स भूमि उपयोग के अधिकार अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र कि प्रतिया साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिवप्रिया दास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, डाकघर - दुईल्या, आंदुल-मौरी मौरीग्राम, हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीया पाइपलाइन पारियोजना						
3(1) अनुसूची						
जिला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं	तहसील का नाम	गाँव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	एगरा-II	पानीपरूल-203	1029	00	01	71

			1027	00	02	23
			1028	00	05	48
			1007/8948	00	03	81
			1006	00	02	65
			1005	00	00	20
			1009	00	12	93
			1008	00	00	20
			992	00	01	12
			991	00	06	94
			994	00	05	13
			995	00	05	41
			988	00	09	78
			988/8908	00	00	20
			1246	00	07	91
			1247	00	05	41
			1266	00	01	36
			1265	00	01	65
			1261	00	00	20
			1264	00	00	20
			1261/8824	00	02	11
			1262	00	00	32
			1263	00	04	29
			1270	00	05	24
			1271	00	05	00
			1273/8923	00	00	23
			1273	00	06	84
			1274	00	01	69
			1275	00	00	66
			794/8911	00	03	12
			793	00	03	19
			792	00	06	62
			791	00	10	77
			790	00	04	62
			784	00	08	61
			745	00	04	33
			745/8901	00	03	15
			746/8902	00	01	57
			750	00	06	84
			751	00	03	73

			758	00	00	20
			758/8903	00	03	86
			752	00	00	20
			755	00	05	92
			756	00	00	47
			754	00	00	25
			655	00	05	05
			657	00	03	77
			652	00	00	44
			2794	00	03	77
			2795	00	04	57
			8973	00	00	21
			651	00	00	20
			650	00	08	01
			647	00	01	94
			642	00	06	99
			640	00	11	84
			636	00	01	19
			636/8893	00	03	19
			624	00	03	04
			621	00	00	23
			623	00	01	17
			609	00	00	49
			611	00	02	49
			610	00	03	90
			612	00	05	06
			555/8884	00	03	71
			539	00	02	23
			538	00	01	38
			543	00	07	22
			551	00	06	46
			550	00	05	28
			563	00	03	38
			564	00	01	91
			565	00	00	76
			566	00	00	20
			6225/8000	00	07	84
2	एगरा-II	लालपुर-202	184	00	00	96

			184/1027	00	04	92
			185	00	03	04
			183	00	01	19
			129/1110	00	00	20
			182	00	05	89
			181	00	02	33
			180	00	00	24
			179	00	02	81
			192	00	02	23
			176	00	03	17
			175	00	03	76
			174	00	00	29
			193	00	02	16
3	एगरा-II	खुरदिया-201	361	00	02	71
			362/1471	00	01	80
			362	00	00	20
			362/1661	00	00	20
			363/1472	00	00	20
			364	00	02	11
			363	00	04	01
			360/1469	00	00	20
			367	00	00	20
			368	00	01	78
			374	00	00	20
			373	00	01	19
			372	00	00	20
			369	00	04	19
			370	00	01	09
			371	00	00	45
			397	00	05	24
			408	00	00	20
			398	00	02	42
			406	00	02	46
			403	00	01	13
			401	00	04	37
			427	00	03	52
			426	00	01	71
			430	00	04	04

			430/1494	00	01	95
			858	00	02	21
			857	00	01	75
			852	00	02	43
			853	00	05	18
			854	00	06	01
			929	00	00	59
			937	00	00	35
			933	00	01	98
			935	00	00	69
			939	00	06	34
			951	00	02	55
			949	00	00	87
			950	00	04	19
			953	00	02	04
			954	00	00	65
			965	00	01	94
			964	00	02	62
			962	00	01	51
			963	00	05	28
			1299	00	00	82
			1294	00	00	72
			1298	00	04	43
			1300	00	02	43
			1301	00	03	33
			1303	00	09	46
			1304/1650	00	00	36
			1246	00	02	07
			1245	00	04	88
			1244	00	02	18
			1244/1647	00	02	22
			1242/1646	00	01	63
			1231/1639	00	06	86
			1230	00	05	13
			1228	00	02	04
			1229	00	07	65
			1232	00	00	32
			1223	00	06	27
			1157	00	03	85
			1156	00	00	46

			1159	00	03	18
			1160	00	03	55
			1161	00	01	04
			1201/1633	00	03	32
			1201	00	04	45
			1200	00	00	60
			1199	00	01	20
			1199/1631	00	02	61
			1199/1632	00	00	54
			1183	00	00	20
			1194/1627	00	02	16
			1191	00	00	96
			1192	00	00	57
			1190/1625	00	01	22
			1190	00	00	42
			1189	00	01	60
			1187	00	07	56
4	एगरा-II	टेघरी-200	22	00	01	12
			21/454	00	00	20
			21	00	07	07
			1	00	01	56
			3	00	07	11
			2	00	00	20
5	एगरा-II	गरिआ-196	1152	00	07	81
			1155	00	03	02
			1156	00	00	20
			1135	00	05	19
			1134	00	01	65
			1136	00	05	14
			1137	00	00	20
			1130	00	00	34
			1127	00	04	17
			1126	00	03	86
			1035	00	00	20
			1125	00	03	52
			1104	00	03	35
			1103	00	01	31

			1105	00	01	73
			1106	00	04	83
			1088	00	00	20
			1086	00	00	21
			1087	00	07	99
			1079	00	03	96
			1073	00	04	62
			1078	00	02	75
			1075	00	05	79
6	एगरा-II	अस्ति-195	1028	00	03	53
7	एगरा-II	दुबदा-191	9580/13036	00	00	20
			9663	00	01	30
			9664	00	01	94
			9667	00	10	40
			9665	00	01	46
			9668	00	00	20
			9692	00	05	05
			9692/13040	00	04	49
			9691	00	01	58
			9708	00	01	16
			9690	00	02	99
			9688	00	02	45
			9686	00	06	69
			9683	00	02	53
			9685	00	01	15
			9684	00	03	85
			9628	00	03	17
			9629	00	01	92
			9630	00	02	10
			9627	00	01	01
			9626	00	01	84
			9625	00	08	84
			9457	00	01	40
			9620	00	04	88
			9460	00	02	76
			9461	00	04	64
			9473	00	04	34

			9472	00	01	73
			9471	00	05	26
			9469	00	00	20
			9470	00	01	00
			9481	00	00	20
			9488	00	00	77
			9489	00	03	12
			9487	00	03	74
			9512	00	02	64
			9511	00	02	93
			9514	00	05	99
			9299	00	03	01
			9522	00	06	51
			9523	00	03	25
			9524	00	01	62
			9525	00	05	30
			9529	00	10	00
			9284	00	02	20
			9283	00	00	55
			10711	00	00	69
			10714	00	03	41
			10715	00	00	20
			10712	00	05	36
			10716	00	00	20
			10702	00	03	61
			10703	00	03	40
			10135	00	05	00
			10699	00	03	63
			10695	00	00	95
			10694	00	00	89
			10693	00	00	60
			10692	00	00	20
			10696	00	01	34
			10691	00	04	01
			10688	00	10	89
			10164	00	03	36
			10658	00	05	94
			10657	00	10	62
			10655	00	00	77

			10649	00	04	36
			10650/13044	00	03	83
			10274	00	00	29
			10273	00	05	32
			10269	00	06	76
			10268	00	00	20
			10292	00	02	50
			10293	00	00	35
			10291	00	03	13
			10290	00	02	02
			10288	00	01	29
			10287	00	01	54
			10285	00	01	62
			10284	00	03	00
			10282	00	03	01
			10491	00	00	38
			10492	00	09	11
			10489	00	02	08
			10488	00	02	99
			10469	00	00	52
			10481	00	01	32
			10480	00	01	97
			10479	00	02	16
			10473	00	01	27
			10474	00	02	26
			10478	00	01	13
			10477	00	03	63
			10475	00	02	83
			10476	00	01	41
			10456	00	06	26
			10457	00	01	17
			10454	00	00	20
			10451	00	03	04
			11226	00	05	17
			11227	00	05	41
			11228	00	01	51
			11229	00	00	95
			10411	00	02	73
			11236	00	01	11
			11408	00	05	76

			11407	00	00	90
			11409	00	00	20
			11411	00	05	04
			11410	00	00	20
			11412	00	04	84
			11423	00	02	63
			11425	00	04	33
			11424	00	00	20
			11444	00	05	21
			11445	00	04	51
			11441	00	02	14
			11442	00	00	50
			11435	00	04	99
			11434	00	01	00
			11433	00	07	49
			11498	00	06	48
			11499	00	01	13
			11500	00	06	02
			11501	00	00	35
			11502	00	06	14
			11503	00	05	85
			11504	00	00	20
			11741	00	01	94
			11742	00	05	43
			11743	00	02	63
			11718	00	02	83
			11717	00	06	07
			11716	00	02	63
			11714	00	07	08
			11812/13072	00	02	42
			11815	00	08	13
			11814	00	00	96
			11818	00	06	14
			11819	00	02	74
			11820	00	04	86
			11822	00	00	95
			11833	00	02	00
			11823	00	01	27
			11832	00	00	92

			11831	00	04	16
			11830	00	04	02
			11829	00	07	42
			11828	00	02	55
			12057	00	00	32
			11866/12340	00	11	22
			12055	00	00	67
			12054	00	06	28
			12031	00	00	37
			12054/12347	00	00	71
			12032	00	02	78
			12341	00	00	31
			12053	00	00	20
			12033	00	03	55
			12052	00	03	76
			12051	00	03	30
			12050	00	00	53
			12036	00	00	75
			12043	00	04	01
			12045	00	00	20
			12044	00	03	08
			12041	00	05	04
8	एगरा-II	चिरुलिया-265	481	00	01	70
			483	00	02	07
			487	00	00	61
			486	00	01	02
			492	00	01	55
			491	00	02	08
			495	00	05	11
			467	00	02	74
			503	00	00	20
			505	00	02	48
			465	00	00	20
			464	00	00	74
			505/1118	00	00	54
			463	00	00	20
			462	00	00	31
			506	00	03	55

			507	00	01	94
			509	00	03	06
			510	00	00	20
			511	00	02	92
			455	00	00	49
			513	00	02	28
			515	00	00	20
			514	00	05	22
			522	00	04	08
			523	00	01	58
			449	00	02	04
			524	00	00	22
			525	00	02	30
			526	00	02	34
			527	00	01	76
			529	00	04	82
			551	00	00	24
			552	00	02	99
			549	00	06	25
			563	00	04	66
			564	00	07	38
			566	00	00	92
			565	00	02	77
			547	00	04	96
			567	00	04	08
			568	00	04	68
			569	00	01	24
			570	00	01	50
			571	00	00	20
			941	00	05	19
			940	00	05	65
			944	00	00	30
			939	00	02	50
			938	00	00	97
			984	00	01	34
			985	00	11	61
			987	00	00	20
			988	00	02	29
			989	00	03	71

			878	00	03	90
			879	00	01	58
			880	00	00	85
			881	00	04	78
			873	00	07	77
9	एगरा-II	बासुदेबपुर-259	3299	00	00	60
			3047	00	02	62
			3051	00	10	03
			3048	00	04	69
			3052	00	05	64
			3054	00	03	86
			3053	00	01	66
			3059	00	00	36
			3060/5865	00	04	77
			3060	00	01	79
			3066	00	08	75
			3067/5866	00	00	53
			3065	00	00	20
			3064	00	09	17
			3019	00	02	30
			3018	00	12	12
			3004	00	10	20
			3006	00	08	75
			3011	00	00	81
			2892	00	00	20
			2894	00	03	61
			2893	00	00	34
			3057	00	00	46
			2896	00	04	35
			2897	00	02	50
			2898	00	01	15
			2899	00	00	20
			2907	00	00	20
			2906	00	01	94
			2904	00	05	11
			2927	00	00	61
			2830	00	00	63
			2829	00	00	72

			2731	00	02	95
			2732	00	00	50
			2734	00	06	41
			2742	00	07	28
			2456	00	02	96
			2455	00	02	66
			2454	00	01	36
			2748	00	00	47
			2452	00	02	60
			2451	00	03	17
			2450	00	02	20
			2449	00	00	20
			2765	00	02	82
			2768	00	04	79
			2439	00	00	20
			2769	00	04	92
			2818	00	00	20
			2817	00	04	69
			2816	00	06	76
			3476	00	02	59
			3477	00	09	34
			3479	00	02	96
			3478	00	05	62
			3478/5923	00	04	88
			3492	00	02	42
			3490	00	00	31
			3494	00	07	74
			3499	00	04	04
			3495	00	00	27
			3496	00	07	22
			3497	00	03	01
			3794	00	03	66
			3791	00	01	10
			3792	00	01	23
			3789	00	04	51
			3793	00	00	20
			3805	00	00	41
			3786	00	00	94
			3785	00	00	20

			3806	00	02	84
			3807	00	02	27
			3783	00	02	22
			3780	00	01	19
			3970	00	01	75
			3968	00	01	56
			3967	00	00	29
			3847	00	03	79
			3965	00	02	71
			3964	00	00	75
			3963	00	00	20
			3849	00	00	20
			3850	00	02	40
			3851	00	02	17
			3852	00	00	60
			2122	00	00	20
			2123	00	01	44
			3853	00	00	30
			2124	00	04	10
			2126	00	00	20
			2127	00	01	34
			2128	00	01	12
			2129	00	01	51
			2130	00	01	74
			2135	00	03	75
			2132	00	00	20
			2133	00	04	24
			2142	00	08	00
			2161	00	08	02
			2148	00	00	20
			2160/5843	00	00	20
			2160	00	10	08
			2156	00	06	28
			2159	00	00	29
			2157	00	03	32
			2158	00	00	46
10	एगरा-	जिनन्दपुर-255	363	00	07	53
			362	00	01	45

			364	00	01	87
			445/860	00	01	57
			446	00	02	19
			445/862	00	08	15
			447	00	03	69
			449	00	02	96
			450	00	08	15
			452	00	04	12
			451	00	01	99
			453	00	04	91
			463	00	00	91
			462	00	01	36
			459	00	00	20
			470/928	00	04	17
			470/929	00	02	65
			470/930	00	04	57
			579	00	01	43
			582	00	02	18
			583	00	04	05
			584	00	03	03
			584/906	00	00	20
			592	00	12	88
			593	00	03	20
			594	00	00	20
			595	00	06	74
			596	00	00	87
			621	00	00	20
			620/969	00	06	36
			620/968	00	00	99
			620	00	07	35
			622	00	08	36
			630	00	08	57
			639/871	00	07	02
			632	00	00	20
			633	00	01	08
			639	00	00	20
			639/872	00	12	56
			638	00	00	29
			643	00	03	48

			644	00	03	90
			647/970	00	00	20
			647	00	04	72
			679	00	00	79
			657	00	03	20
			677	00	02	32
			676	00	07	62
			675	00	02	75
			674	00	00	46
11	एगरा-॥	उत्तर दुलालपुर-256	183	00	04	72
			9	00	00	32
			11	00	05	71
			61	00	08	34
			64	00	02	19
			65	00	00	78
			66	00	01	92
			76	00	01	69
			67	00	05	69
			68	00	00	73
			68/2380	00	05	13
			69	00	01	24
			71	00	00	20
			70	00	03	48
			181	00	01	43
			180	00	03	44
			182	00	04	90
			184	00	04	86
12	एगरा-॥	बथुआरी-244	2713	00	00	65
			2932	00	02	54
			2723	00	01	85
			2712	00	00	59
			2709	00	06	76
			2708	00	05	58
			2707	00	00	37
			1824/3057	00	09	90
			1825	00	25	16

			1822	00	14	15
			1833/3089	00	09	18
			1836	00	01	92
			1837	00	11	04
			1786	00	01	56
			1785	00	01	89
			1782	00	04	19
			1781	00	01	27
			1746/3055	00	00	74
			1744	00	03	68
			1745	00	01	98
			1739	00	14	02
			1738	00	04	06
			1730	00	10	52
13	एगरा-II	उत्तर रामचाक-239	185	00	02	08
			184	00	00	20
			167	00	01	94
			168	00	00	87
			169	00	00	20
			170	00	00	71
			171	00	00	94
			172	00	00	40
			173	00	01	01
			163	00	00	34
			161	00	00	40
			162	00	03	20
			162/394	00	00	95
			156	00	00	21
			159	00	00	61
			157	00	03	19
			138	00	02	88
			139	00	03	18
			130	00	03	87
			129	00	00	99
			129/365	00	05	03
			128	00	00	48
			12	00	06	68
			13	00	08	82

			90	00	04	22
			89	00	03	74
			88	00	03	09
			87	00	00	20
			82	00	04	66
			80	00	05	74
			77/363	00	00	20
			79	00	03	97
			78	00	03	54
			71	00	00	47
14	एगरा-II	उत्तरकुरी-238	167	00	01	17
			74	00	00	20
			73	00	03	96
			72	00	13	03
			9	00	00	46
			68	00	02	26
			67/336	00	00	55
			67	00	02	78
			67/337	00	02	87
			67/338	00	00	55
			11	00	00	20
			13	00	02	19
			17	00	01	67
			18	00	06	34
			60	00	02	23
			59	00	02	45
			57	00	02	35
			56	00	02	34
			55	00	05	07
			53	00	02	71
			51	00	03	55
			50	00	02	04
			45	00	00	27
			44	00	18	97
			43	00	00	20
			314	00	02	53
				00	00	20

15	एगरा-II	दक्षिण पदमा-237	23/431	00	02	08
			2	00	00	51
			1	00	02	51
			150/430	00	00	79
16	एगरा-II	बरभागिया-236	453	00	00	76
			455	00	13	46
			764	00	11	26
			765	00	01	53
			638	00	09	75
			763	00	01	41
			456	00	17	71
			425	00	01	07
			665	00	00	46
			401	00	16	52
			402	00	01	73
			339	00	18	00
			642	00	09	21
			431	00	05	03
			337	00	00	69
			743	00	03	93
			746	00	04	87
			270	00	00	53
			261	00	04	66
			262	00	05	38
			255	00	04	67
			256	00	00	20
			175	00	04	92
			254	00	00	48
			253	00	11	46
			181	00	05	50
			182	00	05	70
			729	00	09	91
			728	00	06	45
			85	00	02	16
			648	00	09	58
			717	00	00	42
			143	00	04	94
			142	00	09	89

			689	00	02	10
			606	00	05	97
			55	00	01	67
			58	00	06	83
			56	00	01	13
			57	00	00	58
17	एगरा-॥	उत्तर पदमा-233	84	00	00	74
			81	00	00	38
			113	00	00	46
			114	00	14	18
18	एगरा-॥	ढालगोदा-231	953	00	00	68
			753	00	03	99
			754	00	03	53
			755/1203	00	01	55
			1205	00	01	20
			1206	00	00	76
			757	00	01	07
			758	00	01	56
			776	00	03	20
			780	00	03	08
			794	00	03	67
			791	00	03	22
			792	00	03	32
			803	00	04	51
			804	00	00	20
			802	00	03	18
			876	00	00	38
			875	00	03	60
			878	00	03	91
			881	00	01	23
			880	00	09	83
			885	00	02	44
			856/1219	00	01	72
			856	00	05	54
			887	00	03	42
			853	00	01	59

			888	00	06	33
			889	00	04	60
			937	00	08	27
			931/1232	00	00	20
			931/1231	00	04	35
			935	00	03	42
			934	00	00	89
			933	00	00	42
			932/1249	00	00	89
			932	00	01	30
			604	00	00	87
			924	00	01	92

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 20th May, 2019

S.O. 885.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

Indian Oil Corporation Limited						
PROJECT : - PARADIP - SOMNATHPUR - HALDIA PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
S. No.	Name of Tehsil	Name of Village	LR Survey No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	EGRA-II	PANIPARUL-203	1029	00	01	71
			1027	00	02	23
			1028	00	05	48
			1007/8948	00	03	81

			1006	00	02	65
			1005	00	00	20
			1009	00	12	93
			1008	00	00	20
			992	00	01	12
			991	00	06	94
			994	00	05	13
			995	00	05	41
			988	00	09	78
			988/8908	00	00	20
			1246	00	07	91
			1247	00	05	41
			1266	00	01	36
			1265	00	01	65
			1261	00	00	20
			1264	00	00	20
			1261/8824	00	02	11
			1262	00	00	32
			1263	00	04	29
			1270	00	05	24
			1271	00	05	00
			1273/8923	00	00	23
			1273	00	06	84
			1274	00	01	69
			1275	00	00	66
			794/8911	00	03	12
			793	00	03	19
			792	00	06	62
			791	00	10	77
			790	00	04	62
			784	00	08	61
			745	00	04	33
			745/8901	00	03	15
			746/8902	00	01	57
			750	00	06	84
			751	00	03	73
			758	00	00	20
			758/8903	00	03	86
			752	00	00	20
			755	00	05	92
			756	00	00	47
			754	00	00	25
			655	00	05	05
			657	00	03	77

			652	00	00	44
			2794	00	03	77
			2795	00	04	57
			8973	00	00	21
			651	00	00	20
			650	00	08	01
			647	00	01	94
			642	00	06	99
			640	00	11	84
			636	00	01	19
			636/8893	00	03	19
			624	00	03	04
			621	00	00	23
			623	00	01	17
			609	00	00	49
			611	00	02	49
			610	00	03	90
			612	00	05	06
			555/8884	00	03	71
			539	00	02	23
			538	00	01	38
			543	00	07	22
			551	00	06	46
			550	00	05	28
			563	00	03	38
			564	00	01	91
			565	00	00	76
			566	00	00	20
			6225/8000	00	07	84
2	EGRA-II	LALPUR-202	184	00	00	96
			184/1027	00	04	92
			185	00	03	04
			183	00	01	19
			129/1110	00	00	20
			182	00	05	89
			181	00	02	33
			180	00	00	24
			179	00	02	81
			192	00	02	23
			176	00	03	17
			175	00	03	76
			174	00	00	29
			193	00	02	16

3	EGRA-II	KHURTIA-201				
			361	00	02	71
			362/1471	00	01	80
			362	00	00	20
			362/1661	00	00	20
			363/1472	00	00	20
			364	00	02	11
			363	00	04	01
			360/1469	00	00	20
			367	00	00	20
			368	00	01	78
			374	00	00	20
			373	00	01	19
			372	00	00	20
			369	00	04	19
			370	00	01	09
			371	00	00	45
			397	00	05	24
			408	00	00	20
			398	00	02	42
			406	00	02	46
			403	00	01	13
			401	00	04	37
			427	00	03	52
			426	00	01	71
			430	00	04	04
			430/1494	00	01	95
			858	00	02	21
			857	00	01	75
			852	00	02	43
			853	00	05	18
			854	00	06	01
			929	00	00	59
			937	00	00	35
			933	00	01	98
			935	00	00	69
			939	00	06	34
			951	00	02	55
			949	00	00	87
			950	00	04	19
			953	00	02	04
			954	00	00	65
			965	00	01	94
			964	00	02	62

			962	00	01	51
			963	00	05	28
			1299	00	00	82
			1294	00	00	72
			1298	00	04	43
			1300	00	02	43
			1301	00	03	33
			1303	00	09	46
			1304/1650	00	00	36
			1246	00	02	07
			1245	00	04	88
			1244	00	02	18
			1244/1647	00	02	22
			1242/1646	00	01	63
			1231/1639	00	06	86
			1230	00	05	13
			1228	00	02	04
			1229	00	07	65
			1232	00	00	32
			1223	00	06	27
			1157	00	03	85
			1156	00	00	46
			1159	00	03	18
			1160	00	03	55
			1161	00	01	04
			1201/1633	00	03	32
			1201	00	04	45
			1200	00	00	60
			1199	00	01	20
			1199/1631	00	02	61
			1199/1632	00	00	54
			1183	00	00	20
			1194/1627	00	02	16
			1191	00	00	96
			1192	00	00	57
			1190/1625	00	01	22
			1190	00	00	42
			1189	00	01	60
			1187	00	07	56
4	EGRA-II	TEGHRI-200	22	00	01	12
			21/454	00	00	20
			21	00	07	07
			1	00	01	56

			3	00	07	11
			2	00	00	20
5	EGRA-II	GARIA-196	1152	00	07	81
			1155	00	03	02
			1156	00	00	20
			1135	00	05	19
			1134	00	01	65
			1136	00	05	14
			1137	00	00	20
			1130	00	00	34
			1127	00	04	17
			1126	00	03	86
			1035	00	00	20
			1125	00	03	52
			1104	00	03	35
			1103	00	01	31
			1105	00	01	73
			1106	00	04	83
			1088	00	00	20
			1086	00	00	21
			1087	00	07	99
			1079	00	03	96
			1073	00	04	62
			1078	00	02	75
			1075	00	05	79
6	EGRA-II	ASTI-195	1028	00	03	53
7	EGRA-II	DUBDA-191	9580/13036	00	00	20
			9663	00	01	30
			9664	00	01	94
			9667	00	10	40
			9665	00	01	46
			9668	00	00	20
			9692	00	05	05
			9692/13040	00	04	49
			9691	00	01	58
			9708	00	01	16
			9690	00	02	99
			9688	00	02	45
			9686	00	06	69
			9683	00	02	53
			9685	00	01	15

			9684	00	03	85
			9628	00	03	17
			9629	00	01	92
			9630	00	02	10
			9627	00	01	01
			9626	00	01	84
			9625	00	08	84
			9457	00	01	40
			9620	00	04	88
			9460	00	02	76
			9461	00	04	64
			9473	00	04	34
			9472	00	01	73
			9471	00	05	26
			9469	00	00	20
			9470	00	01	00
			9481	00	00	20
			9488	00	00	77
			9489	00	03	12
			9487	00	03	74
			9512	00	02	64
			9511	00	02	93
			9514	00	05	99
			9299	00	03	01
			9522	00	06	51
			9523	00	03	25
			9524	00	01	62
			9525	00	05	30
			9529	00	10	00
			9284	00	02	20
			9283	00	00	55
			10711	00	00	69
			10714	00	03	41
			10715	00	00	20
			10712	00	05	36
			10716	00	00	20
			10702	00	03	61
			10703	00	03	40
			10135	00	05	00
			10699	00	03	63
			10695	00	00	95
			10694	00	00	89
			10693	00	00	60
			10692	00	00	20

			10696	00	01	34
			10691	00	04	01
			10688	00	10	89
			10164	00	03	36
			10658	00	05	94
			10657	00	10	62
			10655	00	00	77
			10649	00	04	36
			10650/13044	00	03	83
			10274	00	00	29
			10273	00	05	32
			10269	00	06	76
			10268	00	00	20
			10292	00	02	50
			10293	00	00	35
			10291	00	03	13
			10290	00	02	02
			10288	00	01	29
			10287	00	01	54
			10285	00	01	62
			10284	00	03	00
			10282	00	03	01
			10491	00	00	38
			10492	00	09	11
			10489	00	02	08
			10488	00	02	99
			10469	00	00	52
			10481	00	01	32
			10480	00	01	97
			10479	00	02	16
			10473	00	01	27
			10474	00	02	26
			10478	00	01	13
			10477	00	03	63
			10475	00	02	83
			10476	00	01	41
			10456	00	06	26
			10457	00	01	17
			10454	00	00	20
			10451	00	03	04
			11226	00	05	17
			11227	00	05	41
			11228	00	01	51
			11229	00	00	95

			10411	00	02	73
			11236	00	01	11
			11408	00	05	76
			11407	00	00	90
			11409	00	00	20
			11411	00	05	04
			11410	00	00	20
			11412	00	04	84
			11423	00	02	63
			11425	00	04	33
			11424	00	00	20
			11444	00	05	21
			11445	00	04	51
			11441	00	02	14
			11442	00	00	50
			11435	00	04	99
			11434	00	01	00
			11433	00	07	49
			11498	00	06	48
			11499	00	01	13
			11500	00	06	02
			11501	00	00	35
			11502	00	06	14
			11503	00	05	85
			11504	00	00	20
			11741	00	01	94
			11742	00	05	43
			11743	00	02	63
			11718	00	02	83
			11717	00	06	07
			11716	00	02	63
			11714	00	07	08
			11812/13072	00	02	42
			11815	00	08	13
			11814	00	00	96
			11818	00	06	14
			11819	00	02	74
			11820	00	04	86
			11822	00	00	95
			11833	00	02	00
			11823	00	01	27
			11832	00	00	92
			11831	00	04	16
			11830	00	04	02

			11829	00	07	42
			11828	00	02	55
			12057	00	00	32
			11866/12340	00	11	22
			12055	00	00	67
			12054	00	06	28
			12031	00	00	37
			12054/12347	00	00	71
			12032	00	02	78
			12341	00	00	31
			12053	00	00	20
			12033	00	03	55
			12052	00	03	76
			12051	00	03	30
			12050	00	00	53
			12036	00	00	75
			12043	00	04	01
			12045	00	00	20
			12044	00	03	08
			12041	00	05	04
8	EGRA-II	CHIRULIA-265	481	00	01	70
			483	00	02	07
			487	00	00	61
			486	00	01	02
			492	00	01	55
			491	00	02	08
			495	00	05	11
			467	00	02	74
			503	00	00	20
			505	00	02	48
			465	00	00	20
			464	00	00	74
			505/1118	00	00	54
			463	00	00	20
			462	00	00	31
			506	00	03	55
			507	00	01	94
			509	00	03	06
			510	00	00	20
			511	00	02	92
			455	00	00	49
			513	00	02	28

			515	00	00	20
			514	00	05	22
			522	00	04	08
			523	00	01	58
			449	00	02	04
			524	00	00	22
			525	00	02	30
			526	00	02	34
			527	00	01	76
			529	00	04	82
			551	00	00	24
			552	00	02	99
			549	00	06	25
			563	00	04	66
			564	00	07	38
			566	00	00	92
			565	00	02	77
			547	00	04	96
			567	00	04	08
			568	00	04	68
			569	00	01	24
			570	00	01	50
			571	00	00	20
			941	00	05	19
			940	00	05	65
			944	00	00	30
			939	00	02	50
			938	00	00	97
			984	00	01	34
			985	00	11	61
			987	00	00	20
			988	00	02	29
			989	00	03	71
			878	00	03	90
			879	00	01	58
			880	00	00	85
			881	00	04	78
			873	00	07	77
9	EGRA-II	BASUDEBPUR-259	3299	00	00	60
			3047	00	02	62
			3051	00	10	03
			3048	00	04	69
			3052	00	05	64

			3054	00	03	86
			3053	00	01	66
			3059	00	00	36
			3060/5865	00	04	77
			3060	00	01	79
			3066	00	08	75
			3067/5866	00	00	53
			3065	00	00	20
			3064	00	09	17
			3019	00	02	30
			3018	00	12	12
			3004	00	10	20
			3006	00	08	75
			3011	00	00	81
			2892	00	00	20
			2894	00	03	61
			2893	00	00	34
			3057	00	00	46
			2896	00	04	35
			2897	00	02	50
			2898	00	01	15
			2899	00	00	20
			2907	00	00	20
			2906	00	01	94
			2904	00	05	11
			2927	00	00	61
			2830	00	00	63
			2829	00	00	72
			2731	00	02	95
			2732	00	00	50
			2734	00	06	41
			2742	00	07	28
			2456	00	02	96
			2455	00	02	66
			2454	00	01	36
			2748	00	00	47
			2452	00	02	60
			2451	00	03	17
			2450	00	02	20
			2449	00	00	20
			2765	00	02	82
			2768	00	04	79
			2439	00	00	20
			2769	00	04	92

			2818	00	00	20
			2817	00	04	69
			2816	00	06	76
			3476	00	02	59
			3477	00	09	34
			3479	00	02	96
			3478	00	05	62
			3478/5923	00	04	88
			3492	00	02	42
			3490	00	00	31
			3494	00	07	74
			3499	00	04	04
			3495	00	00	27
			3496	00	07	22
			3497	00	03	01
			3794	00	03	66
			3791	00	01	10
			3792	00	01	23
			3789	00	04	51
			3793	00	00	20
			3805	00	00	41
			3786	00	00	94
			3785	00	00	20
			3806	00	02	84
			3807	00	02	27
			3783	00	02	22
			3780	00	01	19
			3970	00	01	75
			3968	00	01	56
			3967	00	00	29
			3847	00	03	79
			3965	00	02	71
			3964	00	00	75
			3963	00	00	20
			3849	00	00	20
			3850	00	02	40
			3851	00	02	17
			3852	00	00	60
			2122	00	00	20
			2123	00	01	44
			3853	00	00	30
			2124	00	04	10
			2126	00	00	20
			2127	00	01	34

			2128	00	01	12
			2129	00	01	51
			2130	00	01	74
			2135	00	03	75
			2132	00	00	20
			2133	00	04	24
			2142	00	08	00
			2161	00	08	02
			2148	00	00	20
			2160/5843	00	00	20
			2160	00	10	08
			2156	00	06	28
			2159	00	00	29
			2157	00	03	32
			2158	00	00	46
10	EGRA-II	JINANDAPUR-255	363	00	07	53
			362	00	01	45
			364	00	01	87
			445/860	00	01	57
			446	00	02	19
			445/862	00	08	15
			447	00	03	69
			449	00	02	96
			450	00	08	15
			452	00	04	12
			451	00	01	99
			453	00	04	91
			463	00	00	91
			462	00	01	36
			459	00	00	20
			470/928	00	04	17
			470/929	00	02	65
			470/930	00	04	57
			579	00	01	43
			582	00	02	18
			583	00	04	05
			584	00	03	03
			584/906	00	00	20
			592	00	12	88
			593	00	03	20
			594	00	00	20
			595	00	06	74
			596	00	00	87

			621	00	00	20
			620/969	00	06	36
			620/968	00	00	99
			620	00	07	35
			622	00	08	36
			630	00	08	57
			639/871	00	07	02
			632	00	00	20
			633	00	01	08
			639	00	00	20
			639/872	00	12	56
			638	00	00	29
			643	00	03	48
			644	00	03	90
			647/970	00	00	20
			647	00	04	72
			679	00	00	79
			657	00	03	20
			677	00	02	32
			676	00	07	62
			675	00	02	75
			674	00	00	46
11	EGRA-II	UTTARDULALPUR-256	183	00	04	72
			9	00	00	32
			11	00	05	71
			61	00	08	34
			64	00	02	19
			65	00	00	78
			66	00	01	92
			76	00	01	69
			67	00	05	69
			68	00	00	73
			68/2380	00	05	13
			69	00	01	24
			71	00	00	20
			70	00	03	48
			181	00	01	43
			180	00	03	44
			182	00	04	90
			184	00	04	86
12	EGRA-II	BATHUARI-244	2713	00	00	65
			2932	00	02	54
			2723	00	01	85

			2712	00	00	59
			2709	00	06	76
			2708	00	05	58
			2707	00	00	37
			1824/3057	00	09	90
			1825	00	25	16
			1822	00	14	15
			1833/3089	00	09	18
			1836	00	01	92
			1837	00	11	04
			1786	00	01	56
			1785	00	01	89
			1782	00	04	19
			1781	00	01	27
			1746/3055	00	00	74
			1744	00	03	68
			1745	00	01	98
			1739	00	14	02
			1738	00	04	06
			1730	00	10	52
13	EGRA-II	UTTAR RAM CHAK-239	185	00	02	08
			184	00	00	20
			167	00	01	94
			168	00	00	87
			169	00	00	20
			170	00	00	71
			171	00	00	94
			172	00	00	40
			173	00	01	01
			163	00	00	34
			161	00	00	40
			162	00	03	20
			162/394	00	00	95
			156	00	00	21
			159	00	00	61
			157	00	03	19
			158	00	03	43
			138	00	02	88
			139	00	03	18
			130	00	03	87
			129	00	00	99
			129/365	00	05	03
			128	00	00	48

			12	00	06	68
			13	00	08	82
			90	00	04	22
			89	00	03	74
			88	00	03	09
			87	00	00	20
			82	00	04	66
			80	00	05	74
			77/363	00	00	20
			79	00	03	97
			78	00	03	54
			71	00	00	47
14	EGRA-II	UTTARKURI-238	167	00	01	17
			74	00	00	20
			73	00	03	96
			72	00	13	03
			9	00	00	46
			68	00	02	26
			67/336	00	00	55
			67	00	02	78
			67/337	00	02	87
			67/338	00	00	55
			11	00	00	20
			13	00	02	19
			17	00	01	67
			18	00	06	34
			60	00	02	23
			59	00	02	45
			57	00	02	35
			56	00	02	34
			55	00	05	07
			53	00	02	71
			51	00	03	55
			50	00	02	04
			45	00	00	27
			44	00	18	97
			43	00	00	20
			314	00	02	53
				00	00	20
15	EGRA-II	DAKSHIN PADMA-237	23/431	00	02	08
			2	00	00	51
			1	00	02	51
			150/430	00	00	79

16	EGRA-II	BARBHAGIA-236	453	00	00	76
			455	00	13	46
			764	00	11	26
			765	00	01	53
			638	00	09	75
			763	00	01	41
			456	00	17	71
			425	00	01	07
			665	00	00	46
			401	00	16	52
			402	00	01	73
			339	00	18	00
			642	00	09	21
			431	00	05	03
			337	00	00	69
			743	00	03	93
			746	00	04	87
			270	00	00	53
			261	00	04	66
			262	00	05	38
			255	00	04	67
			256	00	00	20
			175	00	04	92
			254	00	00	48
			253	00	11	46
			181	00	05	50
			182	00	05	70
			729	00	09	91
			728	00	06	45
			85	00	02	16
			648	00	09	58
			717	00	00	42
			143	00	04	94
			142	00	09	89
			689	00	02	10
			606	00	05	97
			55	00	01	67
			58	00	06	83
			56	00	01	13
			57	00	00	58
17	EGRA-II	UTTARPADMA-233	84	00	00	74
			81	00	00	38

			113	00	00	46
			114	00	14	18
18	EGRA-II	DHALGODA-231	953	00	00	68
			753	00	03	99
			754	00	03	53
			755/1203	00	01	55
			1205	00	01	20
			1206	00	00	76
			757	00	01	07
			758	00	01	56
			776	00	03	20
			780	00	03	08
			794	00	03	67
			791	00	03	22
			792	00	03	32
			803	00	04	51
			804	00	00	20
			802	00	03	18
			876	00	00	38
			875	00	03	60
			878	00	03	91
			881	00	01	23
			880	00	09	83
			885	00	02	44
			856/1219	00	01	72
			856	00	05	54
			887	00	03	42
			853	00	01	59
			888	00	06	33
			889	00	04	60
			937	00	08	27
			931/1232	00	00	20
			931/1231	00	04	35
			935	00	03	42
			934	00	00	89
			933	00	00	42
			932/1249	00	00	89
			932	00	01	30
			604	00	00	87
			924	00	01	92

[F. No. R-11025(12)/1/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 20 मई, 2019

का.आ. 886.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीया (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन्स भूमि उपयोग के अधिकार अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको इस अधिसूचना से भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिवप्रिया दास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, डाकघर – दुईल्या, आंदुल- मौरी मौरीग्राम, हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीया पाइपलाइन पारियोजना						
3(1) अनुसूची						
जिला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं	तहसील का नाम	गाँव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	एगरा-I	बोलकुसडा-90	66	00	06	15
			65	00	02	65
			63	00	03	10
			64	00	01	56
			57	00	03	42
			56	00	03	88
			54	00	00	65
			41	00	00	54
			43	00	03	34
			42	00	03	59

			39	00	05	07
			38	00	05	30
			35	00	00	20
			37	00	03	37
			35/1374	00	07	69
			151/1387	00	00	20
2	एगरा-I	चाटला-93	3280	00	00	91
			3281	00	07	72
			3284	00	02	40
			3286	00	00	27
			3285	00	03	47
			3250	00	02	58
			3291	00	02	84
			3292	00	01	70
			3293	00	00	20
			3295	00	04	86
			3297	00	02	98
			3312/3839	00	06	18
			3312	00	00	29
			3310	00	03	06
			3311	00	04	95
			3343	00	02	71
			3342	00	07	26
			3355	00	00	49
			3360	00	06	69
			3359	00	01	90
			3362	00	03	55
			3358	00	01	27
			3366	00	06	58
			3367	00	13	96
			2518	00	01	09
			2512	00	01	59
			2513	00	04	89
			2508	00	13	05

			2488	00	02	28
			2487	00	04	49
			2483	00	06	86
			2478	00	01	75
			2479	00	01	81
			2449	00	04	17
			2445	00	04	90
			2444	00	01	71
			2441	00	03	83
			2443	00	00	25
			2442	00	00	70
			2437	00	05	62
			2436	00	01	07
			3540	00	01	86
			3541	00	02	41
			3542	00	04	04
			3543	00	00	20
			3551	00	07	85
			3553	00	00	20
			3554	00	07	55
			3559	00	00	41
			3549	00	00	62
			3925	00	06	78
			3561	00	04	15
3	एगरा-।	चिरुलिया-102	1304	00	01	58
			1326	00	02	90
			1327	00	02	89
			1329	00	00	69
			1328	00	02	94
			1321	00	00	20
			1320	00	04	27
			1319	00	00	20

			1336	00	01	29
			1335	00	03	09
			1334	00	03	71
			1333	00	02	64
			1339	00	02	79
			1388	00	08	97
			1385	00	02	72
			1391	00	08	38
			1392	00	01	09
			1380	00	00	20
			1379	00	06	62

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

New Delhi, the 20th May, 2019

S.O. 886.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

INDIAN OIL CORPORATION LIMITED						
PROJECT : - PARADIP - SOMNAHPUR - HALDIA PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
S. No.	Name of Tehsil	Name of Village	LR Survey No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	EGRA-I	BOLKUSHDA-90	66	00	06	15
			65	00	02	65
			63	00	03	10
			64	00	01	56
			57	00	03	42

			56	00	03	88
			54	00	00	65
			41	00	00	54
			43	00	03	34
			42	00	03	59
			39	00	05	07
			38	00	05	30
			35	00	00	20
			37	00	03	37
			35/1374	00	07	69
			151/1387	00	00	20
2	EGRA-I	CHATLA-93	3280	00	00	91
			3281	00	07	72
			3284	00	02	40
			3286	00	00	27
			3285	00	03	47
			3250	00	02	58
			3291	00	02	84
			3292	00	01	70
			3293	00	00	20
			3295	00	04	86
			3297	00	02	98
			3312/3839	00	06	18
			3312	00	00	29
			3310	00	03	06
			3311	00	04	95
			3343	00	02	71
			3342	00	07	26
			3355	00	00	49
			3360	00	06	69
			3359	00	01	90
			3362	00	03	55
			3358	00	01	27
			3366	00	06	58
			3367	00	13	96
			2518	00	01	09
			2512	00	01	59
			2513	00	04	89
			2508	00	13	05
			2488	00	02	28
			2487	00	04	49
			2483	00	06	86
			2478	00	01	75
			2479	00	01	81
			2449	00	04	17
			2445	00	04	90
			2444	00	01	71
			2441	00	03	83
			2443	00	00	25
			2442	00	00	70
			2437	00	05	62
			2436	00	01	07

			3540	00	01	86
			3541	00	02	41
			3542	00	04	04
			3543	00	00	20
			3551	00	07	85
			3553	00	00	20
			3554	00	07	55
			3559	00	00	41
			3549	00	00	62
			3925	00	06	78
			3561	00	04	15
3	EGRA-I	CHIRULIA-102	1304	00	01	58
			1326	00	02	90
			1327	00	02	89
			1329	00	00	69
			1328	00	02	94
			1321	00	00	20
			1320	00	04	27
			1319	00	00	20
			1336	00	01	29
			1335	00	03	09
			1334	00	03	71
			1333	00	02	64
			1339	00	02	79
			1388	00	08	97
			1385	00	02	72
			1391	00	08	38
			1392	00	01	09
			1380	00	00	20
			1379	00	06	62

[F. No. R-11025(12)/1/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 20 मई, 2019

का.आ. 887.—केन्द्रीय सरकार के लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीया (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब, केन्द्रीय सरकार पेट्रोलियम और खनिज पाइप लाईन्स भूमि उपयोग के अधिकार अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिवप्रिया दास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, डाकघर – दुईल्या, आंदुल- मौरी मौरीग्राम, हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीआ पाइपलाइन पारियोजना						
3(1) अनुसूची						
जिला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं	तहसील का नाम	गाँव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	रामनगर-I	उदमपुर-05	171	00	05	02
			170	00	01	66
			169	00	01	71
			166	00	01	90
			155	00	00	20
			168	00	01	85
			164	00	02	74
			159	00	01	42
			165/177	00	00	20
			162	00	01	03
			161	00	00	20
			163	00	00	78
2	रामनगर-I	बाधिया-06	1250	00	00	32
			1249	00	03	95

			1248	00	04	93
			1247	00	01	91
			1243	00	00	36
			1240	00	03	51
			1241	00	00	20
			1239	00	01	13
			1238	00	02	33
			964	00	02	83
			965	00	00	45
			966	00	00	38
			1225	00	03	89
			1226	00	00	44
			1224	00	03	53
			971/4405	00	00	20
			972	00	04	49
			1219	00	01	57
			981	00	00	96
			976/4377	00	00	20
			980	00	05	68
			949	00	04	31
			946	00	01	05
			946/4373	00	04	29
			996	00	00	20
			944	00	02	29
			999	00	00	53
			943	00	00	67
			1000	00	03	78
			1001	00	03	28
			1006	00	02	67
			1005/4390	00	01	86
			1005	00	00	33
			1008	00	02	14
			932	00	02	46

			932/4371	00	00	67
			931	00	01	82
			929	00	02	28
			928/4369	00	02	67
			925	00	00	20
			924	00	02	33
			923	00	01	41
			921	00	02	73
			907	00	04	78
			1037/4398	00	00	20
			906	00	00	56
			1038	00	03	99
			1039	00	02	77
			1043	00	01	46
			1045	00	00	59
			1042	00	01	74
			1046/4400	00	00	20
			1046/4399	00	02	81
			1046	00	01	71
			888	00	00	20
			1056	00	02	01
			887/4322	00	03	61
			887	00	00	70
			886/4360	00	01	63
			886/4359	00	02	04
			886	00	03	72
			884	00	01	00
			885	00	05	17
			96	00	03	27
			98	00	04	35
			99	00	02	49
			104	00	00	20
			102	00	05	55

			170/4215	00	01	95
			170	00	00	20
			167	00	04	19
			179/4206	00	03	68
			179	00	00	49
			180	00	02	59
			181	00	04	41
			315	00	02	59
			182/4218	00	00	30
			181/4219	00	03	98
			304	00	00	60
			301	00	04	42
			305	00	00	20
			106/4240	00	01	80
			307	00	00	23
			308	00	00	58
			309	00	00	20
			297	00	02	35
			296	00	02	00
			331	00	02	33
			333	00	01	98
			333/4247	00	01	58
			332	00	00	28
			337	00	00	33
			338	00	05	07
			340	00	00	60
			292	00	02	39
			365	00	00	61
			287	00	00	20
			366	00	04	39
			284	00	00	20
			283	00	01	43

			369	00	00	29
			279	00	02	74
			279/4203	00	02	79
			278/4210	00	01	70
			275	00	00	20
			277	00	04	28
			269	00	03	01
			269/4201	00	03	00
			268	00	03	32
			268/4221	00	03	20
			396	00	03	68
			397	00	01	48
			266	00	01	68
			398	00	01	89
			265	00	00	20
			848	00	02	21
			847	00	00	63
			846	00	01	69
			845	00	01	14
			472	00	01	41
			472/4265	00	00	77
			472/4264	00	00	20
			472/4038	00	01	64
			473	00	03	35
			487	00	03	29
			483	00	01	67
			483/4039	00	04	57

			702	00	05	49
			701/4341	00	01	88
			701	00	03	54
			699	00	05	24
			697	00	05	83
			696	00	05	16
			695	00	03	34

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

New Delhi, the 20th May, 2019

S.O. 887.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

INDIAN OIL CORPORATION LIMITED						
PROJECT : - PARADIP - SOMNAHPUR - HALDIA PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
S. No.	Name of Tehsil	Name of Village	Survey No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	RAMNAGAR-I	UDAMPUR -05	171	00	05	02
			170	00	01	66
			169	00	01	71
			166	00	01	90
			155	00	00	20

			168	00	01	85
			164	00	02	74
			159	00	01	42
			165/177	00	00	20
			162	00	01	03
			161	00	00	20
			163	00	00	78
2	RAMNAGAR-I	BADHIA-06	1250	00	00	32
			1249	00	03	95
			1248	00	04	93
			1247	00	01	91
			1243	00	00	36
			1240	00	03	51
			1241	00	00	20
			1239	00	01	13
			1238	00	02	33
			964	00	02	83
			965	00	00	45
			966	00	00	38
			1225	00	03	89
			1226	00	00	44
			1224	00	03	53
			971/4405	00	00	20
			972	00	04	49
			1219	00	01	57
			981	00	00	96
			976/4377	00	00	20
			980	00	05	68
			949	00	04	31
			946	00	01	05
			946/4373	00	04	29
			996	00	00	20
			944	00	02	29
			999	00	00	53
			943	00	00	67
			1000	00	03	78
			1001	00	03	28
			1006	00	02	67
			1005/4390	00	01	86
			1005	00	00	33
			1008	00	02	14
			932	00	02	46
			932/4371	00	00	67

			931	00	01	82
			929	00	02	28
			928/4369	00	02	67
			925	00	00	20
			924	00	02	33
			923	00	01	41
			921	00	02	73
			907	00	04	78
			1037/4398	00	00	20
			906	00	00	56
			1038	00	03	99
			1039	00	02	77
			1043	00	01	46
			1045	00	00	59
			1042	00	01	74
			1046/4400	00	00	20
			1046/4399	00	02	81
			1046	00	01	71
			888	00	00	20
			1056	00	02	01
			887/4322	00	03	61
			887	00	00	70
			886/4360	00	01	63
			886/4359	00	02	04
			886	00	03	72
			884	00	01	00
			885	00	05	17
			96	00	03	27
			98	00	04	35
			99	00	02	49
			104	00	00	20
			102	00	05	55
			170/4215	00	01	95
			170	00	00	20
			167	00	04	19
			179/4206	00	03	68
			179	00	00	49
			180	00	02	59
			181	00	04	41
			315	00	02	59
			182/4218	00	00	30
			181/4219	00	03	98
			304	00	00	60
			301	00	04	42

			305	00	00	20
			106/4240	00	01	80
			307	00	00	23
			308	00	00	58
			309	00	00	20
			297	00	02	35
			296	00	02	00
			331	00	02	33
			333	00	01	98
			333/4247	00	01	58
			332	00	00	28
			337	00	00	33
			338	00	05	07
			340	00	00	60
			292	00	02	39
			365	00	00	61
			287	00	00	20
			366	00	04	39
			284	00	00	20
			283	00	01	43
			369	00	00	29
			279	00	02	74
			279/4203	00	02	79
			278/4210	00	01	70
			275	00	00	20
			277	00	04	28
			269	00	03	01
			269/4201	00	03	00
			268	00	03	32
			268/4221	00	03	20
			396	00	03	68
			397	00	01	48
			266	00	01	68
			398	00	01	89
			265	00	00	20
			848	00	02	21
			847	00	00	63

			846	00	01	69
			845	00	01	14
			472	00	01	41
			472/4265	00	00	77
			472/4264	00	00	20
			472/4038	00	01	64
			473	00	03	35
			487	00	03	29
			483	00	01	67
			483/4039	00	04	57
			702	00	05	49
			701/4341	00	01	88
			701	00	03	54
			699	00	05	24
			697	00	05	83
			696	00	05	16
			695	00	03	34

[F. No. R-11025(12)/1/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 20 मई, 2019

का. आ. 888.—केन्द्रीय सरकार के लोक हित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में पारादीप-सोमनाथपुर (ओडिशा) हल्दीया (पश्चिम बंगाल) से पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा पाइपलाइन बिछाई जानी है।

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है उपयोग के अधिकार अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन्स भूमि उपयोग के अधिकार अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा 1 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि के उपयोग के अधिकार अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिस को इस अधिसूचना से भारत के राजपत्र कि प्रतियां साधारण जनता को उपलब्ध करा दी जाती है इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार अर्जन के सम्बन्ध में श्री सिवप्रियादास गुप्ता सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, डाकघर—दुईलया, आंदुल-मौरीमौरीग्राम, हावड़ा 711302 पश्चिम बंगाल को लिखित रूप से आक्षेप भेज सकेगा।

अनुसूची

इंडियन ऑयल कॉर्पोरेशन लिमिटेड						
पारादीप - सोमनाथपुर - हल्दीया पाइपलाइन पारियोजना						
3(1) अनुसूची						
जिला :- पूर्व मेदिनिपुर				राज्य :- पश्चिम बंगाल		
क्र.सं	तहसील का नाम	गाँव का नाम	हाल प्लॉट क्रमांक	कुल अधिग्रहित क्षेत्रफल		
				हैक्टेयर	एयर	वर्गमीटर

(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	कंटई-III	पंचिसबतिया-79	1126	00	02	34
			1125	00	01	44
			1123	00	00	53
			1124	00	00	20
			1122	00	04	53
			1121	00	00	81
			1118	00	06	19
			1117	00	00	61
			1116	00	05	04
			1140	00	00	33
2	कंटई-III	हटिआरी-134	518	00	00	51
			500	00	00	20
			499	00	02	46
			498	00	02	27
			501	00	00	20
			496	00	04	77
			391	00	01	63
			392	00	04	74
			387	00	00	99
			388	00	04	32
			24	00	00	20
			25	00	03	46
			378	00	03	11
			373	00	03	26
			372	00	04	42
			371	00	02	16
			365	00	04	71
			364	00	03	62
			363	00	03	13
			45	00	01	11
			45/1130	00	05	28
			48	00	05	69
			59	00	05	43
			56	00	00	61

			60	00	00	61
			57	00	02	47
			55	00	03	25
			67	00	01	19
			68	00	02	35
			69	00	04	47
			71/1152	00	00	20
			70	00	00	55
			71	00	03	47
			254	00	03	86
			253	00	02	75
			260	00	00	51
			251	00	00	32
			249	00	06	66
			248	00	00	45
			81	00	00	61
			107/1183	00	05	82
			245/1170	00	00	41
			107/1171	00	00	20
			245	00	01	37
			109	00	01	31
			115/1185	00	00	20
			215/1154	00	01	28
			116	00	07	06
			117	00	04	10
			123	00	05	58
			122	00	04	99
			190	00	02	08
			166	00	10	99
			167	00	01	10
			130	00	00	63
			159/1123	00	03	84
			160	00	00	20
			159	00	07	02
			156	00	07	06
			155	00	08	11

			153	00	06	47
			152	00	00	53
3	कंटई-III	श्रीचन्दनपुर-76	126	00	00	47
			14	00	10	68
			148	00	00	47
			113	00	09	99
			112	00	04	76
			111	00	08	79
			114	00	02	55
			78	00	00	20
			201	00	01	18
			110	00	00	95
			109	00	00	20
			79	00	00	86
			160	00	03	18
			147	00	01	46
			81	00	04	28
			82	00	02	82
			83	00	02	81
			84	00	02	11
			85	00	02	15
			87	00	01	48
			88	00	01	20
			95	00	02	78
			162	00	01	78
			212	00	08	77
			137	00	00	99
4	कंटई-III	बहुलया-75	112	00	00	67
			106	00	01	88
			107	00	01	30
			109	00	00	63
			110	00	04	03
			116	00	00	37
			117	00	03	16

			118	00	00	20
			119	00	07	22
			120	00	01	12
			127	00	14	89
			322	00	00	53
			133	00	02	28
			134	00	00	20
			135	00	01	58
			136	00	00	20
			142	00	00	21
			144	00	04	70
			145	00	03	56
			146	00	02	38
			148	00	02	94
			147	00	00	22
			154	00	02	01
			152	00	00	20
			153	00	05	75
			155	00	02	46
5	कंटई-III	बामनिया-74	333	00	00	72
			377	00	00	72
			379	00	03	58
			386	00	02	77
			383	00	01	53
			385	00	00	20
			384	00	04	10
			401	00	00	48
			413	00	04	16
			402	00	03	82
			405	00	08	12
			406	00	00	20
			687	00	02	07
			198	00	00	72
			197	00	06	02
			196	00	04	99

			686	00	00	69
			179	00	04	32
			180	00	01	13
			176	00	04	06
			174	00	01	74
			679	00	01	78
			173	00	03	48
			170	00	01	50
			169	00	01	39
			168	00	01	54
			166	00	01	81
			165	00	01	80
			162	00	00	25
			64	00	00	32
			65	00	02	81
			613	00	01	01
			49	00	00	20
			63	00	01	49
			617	00	02	35
			62	00	01	75
			615	00	00	34
6	कंटई-III	शिवुर बेलतालिया-41	539	00	07	95
			540	00	06	77
			538	00	01	00
			243	00	00	55
			556	00	08	18
			257	00	03	45
			560	00	00	39
			561	00	03	30
			258	00	00	84
			562	00	03	61
			529	00	00	69
			211	00	06	39
			530	00	01	99
			523	00	02	43

			525	00	00	95
			524	00	04	45
			517	00	00	77
			208	00	00	95
			518	00	05	24
			513	00	03	29
			204	00	00	36
			203	00	00	34
			121	00	00	64
			161	00	00	25
			438	00	03	01
			169	00	08	29
			477	00	02	37
			478	00	01	58
			476	00	01	53
			482	00	02	50
			481	00	01	65
			485	00	01	81
			484	00	02	15
			495	00	00	20
			494	00	02	96
			500	00	03	55
			499	00	02	99
			503	00	00	62
			180	00	03	76
			502	00	03	67
			501	00	02	14
			185	00	00	51
7	कंटी-III	कादुआ-42	70	00	01	65
			71	00	03	23
			72	00	03	75
			75	00	05	08
			76	00	05	97
			79	00	01	84
			80	00	01	86

			81	00	00	78
8	कंटई-III	ढंघरा-52	1	00	00	62
			6/318	00	04	15
			7	00	00	22
			6/317	00	02	92
			6/316	00	00	23
			9/326	00	01	77
			9/325	00	01	90
			10/327	00	00	90
			10	00	01	19
			11/328	00	01	12
			11	00	02	01
			11/329	00	01	06
			12	00	03	35
			13/330	00	03	37
			14/333	00	01	59
			14/334	00	00	81
			14	00	01	34
			14/335	00	01	61
			15	00	01	11
			17	00	03	29
			18/309	00	01	18
			18/336	00	01	26
			19	00	01	70
			20/339	00	01	41
			20/340	00	00	99
			20	00	01	31
			20/341	00	00	20
9	कंटई-III	कुमरिया खानकुरिआ-51	31/182	00	01	37
			31/183	00	01	57
			31/184	00	01	91
			31	00	01	68
			31/185	00	01	85

			31/186	00	01	36
			31/187	00	00	20
			19/166	00	02	45
			19/164	00	02	91
			19/163	00	02	22
			19/161	00	00	20
			19/160	00	01	91
			19/159	00	01	66
			19/158	00	01	63
			19/154	00	02	23
			19/153	00	02	15
			19/152	00	02	74
			41/124	00	00	63
			62/123	00	00	56
			62/122	00	03	36
			61	00	02	03
			60	00	01	80
			59	00	02	42
			55	00	02	11
			57	00	03	66
			83	00	00	54
			84	00	03	86
			93/247	00	02	30
			93/246	00	01	99
			93/245	00	02	45
			82/216	00	01	79
			94	00	02	18
			95	00	01	55
			96/253	00	00	42
			96	00	00	65
			96/254	00	03	66
			96/255	00	01	01
			99/260	00	02	92
			97/257	00	01	19
			97	00	02	66

10	कंटई-III	हरिना पाशदालबार-53	357	00	06	30
			356	00	00	20
			355/827	00	01	72
			355/828	00	01	30
			355/830	00	03	29
			352/816	00	03	76
			352/817	00	01	56
			352	00	01	58
			352/819	00	01	53
			352/820	00	02	07
			352/821	00	01	96
			349	00	09	17
			347	00	05	81
			345	00	01	09
			346/811	00	05	54
			342	00	00	70
			342/807	00	02	42
			342/808	00	03	24
			340	00	07	93
			338	00	00	54
			336	00	03	13
			335	00	03	75
			335/597	00	00	61
			58/702	00	04	97
			58/694	00	00	20
			58	00	05	74
			58/703	00	00	20
			58/699	00	04	80
			58/698	00	06	81
			57	00	00	89
			53/635	00	01	51
			53/637	00	00	45
			56/674	00	02	10
			56/673	00	02	86
			56/675	00	00	20
			56/672	00	01	54

			56/669	00	04	11
			56/670	00	00	22
			56/671	00	00	57
			56	00	04	94
			56/666	00	04	06
			56/665	00	03	19
			56/664	00	02	08
			62/716	00	00	20
			56/656	00	00	25
			56/655	00	00	20
			62/711	00	01	75
			62/712	00	01	57
			62/713	00	00	29
			56/605	00	00	71
11	कंटई-III	दुमुरबेरे-47	18/282	00	06	04
			18/280	00	00	20
			18/281	00	03	43
			18	00	05	12
			22/204	00	00	20
			18/274	00	05	22
			18/275	00	00	77
			18/276	00	07	12
			18/277	00	02	73
			13/270	00	04	33
			13/271	00	01	54
			3	00	04	14
			2	00	02	88
			1	00	03	66
12	कंटई-III	पश्चिम सरपाई-46	319/662	00	09	64
			319	00	00	20
			319/659	00	04	38
			319/658	00	00	58
			321	00	00	73
			333	00	12	88

			332	00	01	34
			331	00	04	55
			330	00	00	62
			350/697	00	03	16
			350/699	00	02	62
			350/700	00	02	09
			350	00	00	20
			350/698	00	03	66
			350/701	00	02	76
			350/702	00	00	20
			351	00	00	51
			152/623	00	00	20
			151/622	00	00	53
			151/621	00	01	33
			150	00	02	77
			148/620	00	01	94
			148/618	00	01	80
			148	00	01	83
			148/617	00	01	81
			148/616	00	01	93
			146	00	04	91
			141	00	00	68
			145/614	00	03	84
			145/615	00	01	55
			144	00	04	62
			357	00	00	96
			358	00	01	15
			460	00	05	56
			460/728	00	11	70
			459	00	07	01
			461	00	00	80
			473	00	04	09
			472	00	08	89
			468	00	05	06
			470	00	01	11
			469	00	06	27

			469/736	00	01	18
			467/735	00	01	08
			465/547	00	00	20
			478/562	00	00	36
			418/561	00	00	20
			418	00	00	31
			418/558	00	09	93
			360	00	02	88
			410/716	00	00	98
			405/710	00	00	23
			409/715	00	03	65
			409	00	00	64
			406	00	01	32
			406/711	00	01	69
			406/712	00	01	18
			407/746	00	00	20
			407	00	00	81
			408	00	02	69
			415	00	00	39

[फा. सं. आर-11025(12)/1/2019-ओआर-I/ई-29474]

शान्तनु धर, अवर सचिव

New Delhi, the 20th May, 2019

S.O. 888.—Whereas, it appears to the Indian Government that it is necessary in the public interest that for the transportation of Petroleum Product from Paradip-Somnathpur (Odisha)-Haldia (West Bengal) a pipeline should be laid in State of West Bengal by Indian Oil Corporation Limited.

And whereas, it appears to the Indian Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sibapriya Das Gupta, Competent Authority, Indian Oil Corporation Limited, Mourigram, Andul-Mouri, Duliya Howrah-711302, West Bengal.

SCHEDULE

INDIAN OIL CORPORATION LIMITED						
PROJECT : - PARADIP - SOMNAHPUR - HALDIA PIPELINE PROJECT						
SCHEDULE of 3(1)						
DISTRICT : PURBA MEDINIPUR				STATE : WEST BENGAL		
Sl. No.	Name of Tehsil	Name of Village	LR Survey No.	Area		
				Hectare	Are	Sqm.
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1	CONTAI-III	PACHISBATYA-79	1126	00	02	34
			1125	00	01	44
			1123	00	00	53
			1124	00	00	20
			1122	00	04	53
			1121	00	00	81
			1118	00	06	19
			1117	00	00	61
			1116	00	05	04
			1140	00	00	33
2	CONTAI-III	HATIARI-134	518	00	00	51
			500	00	00	20
			499	00	02	46
			498	00	02	27
			501	00	00	20
			496	00	04	77
			391	00	01	63
			392	00	04	74
			387	00	00	99
			388	00	04	32
			24	00	00	20
			25	00	03	46
			378	00	03	11
			373	00	03	26
			372	00	04	42
			371	00	02	16
			365	00	04	71
			364	00	03	62
			363	00	03	13
			45	00	01	11
			45/1130	00	05	28
			48	00	05	69
			59	00	05	43
			56	00	00	61
			60	00	00	61
			57	00	02	47
			55	00	03	25
			67	00	01	19
			68	00	02	35
			69	00	04	47
			71/1152	00	00	20
			70	00	00	55
			71	00	03	47
			254	00	03	86
			253	00	02	75
			260	00	00	51
			251	00	00	32
			249	00	06	66
			248	00	00	45
			81	00	00	61
			107/1183	00	05	82
			245/1170	00	00	41
			107/1171	00	00	20
			245	00	01	37
			109	00	01	31
			115/1185	00	00	20
			215/1154	00	01	28
			116	00	07	06
			117	00	04	10

			123	00	05	58
			122	00	04	99
			190	00	02	08
			166	00	10	99
			167	00	01	10
			130	00	00	63
			159/1123	00	03	84
			160	00	00	20
			159	00	07	02
			156	00	07	06
			155	00	08	11
			153	00	06	47
			152	00	00	53
3	CONTAI-III	SRICHANDANPUR-76	126	00	00	47
			14	00	10	68
			148	00	00	47
			113	00	09	99
			112	00	04	76
			111	00	08	79
			114	00	02	55
			78	00	00	20
			201	00	01	18
			110	00	00	95
			109	00	00	20
			79	00	00	86
			160	00	03	18
			147	00	01	46
			81	00	04	28
			82	00	02	82
			83	00	02	81
			84	00	02	11
			85	00	02	15
			87	00	01	48
			88	00	01	20
			95	00	02	78
			162	00	01	78
			212	00	08	77
			137	00	00	99
4	CONTAI-III	BAHULYA-75	112	00	00	67
			106	00	01	88
			107	00	01	30
			109	00	00	63
			110	00	04	03
			116	00	00	37
			117	00	03	16
			118	00	00	20
			119	00	07	22
			120	00	01	12
			127	00	14	89
			322	00	00	53
			133	00	02	28
			134	00	00	20
			135	00	01	58
			136	00	00	20
			142	00	00	21
			144	00	04	70
			145	00	03	56

			146	00	02	38
			148	00	02	94
			147	00	00	22
			154	00	02	01
			152	00	00	20
			153	00	05	75
			155	00	02	46
5	CONTAI-III	BAMANIA-74	333	00	00	72
			377	00	00	72
			379	00	03	58
			386	00	02	77
			383	00	01	53
			385	00	00	20
			384	00	04	10
			401	00	00	48
			413	00	04	16
			402	00	03	82
			405	00	08	12
			406	00	00	20
			687	00	02	07
			198	00	00	72
			197	00	06	02
			196	00	04	99
			686	00	00	69
			179	00	04	32
			180	00	01	13
			176	00	04	06
			174	00	01	74
			679	00	01	78
			173	00	03	48
			170	00	01	50
			169	00	01	39
			168	00	01	54
			166	00	01	81
			165	00	01	80
			162	00	00	25
			64	00	00	32
			65	00	02	81
			613	00	01	01
			49	00	00	20
			63	00	01	49
			617	00	02	35
			62	00	01	75
			615	00	00	34
6	CONTAI-III	SHIBPUR BELTALYA-41	539	00	07	95
			540	00	06	77
			538	00	01	00
			243	00	00	55
			556	00	08	18
			257	00	03	45
			560	00	00	39
			561	00	03	30
			258	00	00	84
			562	00	03	61
			529	00	00	69
			211	00	06	39
			530	00	01	99
			523	00	02	43

			525	00	00	95
			524	00	04	45
			517	00	00	77
			208	00	00	95
			518	00	05	24
			513	00	03	29
			204	00	00	36
			203	00	00	34
			121	00	00	64
			161	00	00	25
			438	00	03	01
			169	00	08	29
			477	00	02	37
			478	00	01	58
			476	00	01	53
			482	00	02	50
			481	00	01	65
			485	00	01	81
			484	00	02	15
			495	00	00	20
			494	00	02	96
			500	00	03	55
			499	00	02	99
			503	00	00	62
			180	00	03	76
			502	00	03	67
			501	00	02	14
			185	00	00	51
7	CONTAI-III	KADUA-42	70	00	01	65
			71	00	03	23
			72	00	03	75
			75	00	05	08
			76	00	05	97
			79	00	01	84
			80	00	01	86
			81	00	00	78
8	CONTAI-III	DHANGHARA-52	1	00	00	62
			6/318	00	04	15
			7	00	00	22
			6/317	00	02	92
			6/316	00	00	23
			9/326	00	01	77
			9/325	00	01	90
			10/327	00	00	90
			10	00	01	19
			11/328	00	01	12
			11	00	02	01
			11/329	00	01	06
			12	00	03	35
			13/330	00	03	37
			14/333	00	01	59
			14/334	00	00	81
			14	00	01	34
			14/335	00	01	61
			15	00	01	11
			17	00	03	29
			18/309	00	01	18

			18/336	00	01	26
			19	00	01	70
			20/339	00	01	41
			20/340	00	00	99
			20	00	01	31
			20/341	00	00	20
9	CONTAI-III	KUMARIYA KHANKURIA-51	31/182	00	01	37
			31/183	00	01	57
			31/184	00	01	91
			31	00	01	68
			31/185	00	01	85
			31/186	00	01	36
			31/187	00	00	20
			19/166	00	02	45
			19/164	00	02	91
			19/163	00	02	22
			19/161	00	00	20
			19/160	00	01	91
			19/159	00	01	66
			19/158	00	01	63
			19/154	00	02	23
			19/153	00	02	15
			19/152	00	02	74
			41/124	00	00	63
			62/123	00	00	56
			62/122	00	03	36
			61	00	02	03
			60	00	01	80
			59	00	02	42
			55	00	02	11
			57	00	03	66
			83	00	00	54
			84	00	03	86
			93/247	00	02	30
			93/246	00	01	99
			93/245	00	02	45
			82/216	00	01	79
			94	00	02	18
			95	00	01	55
			96/253	00	00	42
			96	00	00	65
			96/254	00	03	66
			96/255	00	01	01
			99/260	00	02	92
			97/257	00	01	19
			97	00	02	66
10	CONTAI-III	HARINA PASHDALBAR-53	357	00	06	30
			356	00	00	20
			355/827	00	01	72
			355/828	00	01	30
			355/830	00	03	29
			352/816	00	03	76
			352/817	00	01	56
			352	00	01	58
			352/819	00	01	53
			352/820	00	02	07
			352/821	00	01	96
			349	00	09	17

			347	00	05	81
			345	00	01	09
			346/811	00	05	54
			342	00	00	70
			342/807	00	02	42
			342/808	00	03	24
			340	00	07	93
			338	00	00	54
			336	00	03	13
			335	00	03	75
			335/597	00	00	61
			58/702	00	04	97
			58/694	00	00	20
			58	00	05	74
			58/703	00	00	20
			58/699	00	04	80
			58/698	00	06	81
			57	00	00	89
			53/635	00	01	51
			53/637	00	00	45
			56/674	00	02	10
			56/673	00	02	86
			56/675	00	00	20
			56/672	00	01	54
			56/669	00	04	11
			56/670	00	00	22
			56/671	00	00	57
			56	00	04	94
			56/666	00	04	06
			56/665	00	03	19
			56/664	00	02	08
			62/716	00	00	20
			56/656	00	00	25
			56/655	00	00	20
			62/711	00	01	75
			62/712	00	01	57
			62/713	00	00	29
			56/605	00	00	71
11	CONTAI-III	DUMURBERE-47	18/282	00	06	04
			18/280	00	00	20
			18/281	00	03	43
			18	00	05	12
			22/204	00	00	20
			18/274	00	05	22
			18/275	00	00	77
			18/276	00	07	12
			18/277	00	02	73
			13/270	00	04	33
			13/271	00	01	54
			3	00	04	14
			2	00	02	88
			1	00	03	66
12	CONTAI-III	PASCHIM SARPAI-46	319/662	00	09	64
			319	00	00	20
			319/659	00	04	38
			319/658	00	00	58
			321	00	00	73
			333	00	12	88

			332	00	01	34
			331	00	04	55
			330	00	00	62
			350/697	00	03	16
			350/699	00	02	62
			350/700	00	02	09
			350	00	00	20
			350/698	00	03	66
			350/701	00	02	76
			350/702	00	00	20
			351	00	00	51
			152/623	00	00	20
			151/622	00	00	53
			151/621	00	01	33
			150	00	02	77
			148/620	00	01	94
			148/618	00	01	80
			148	00	01	83
			148/617	00	01	81
			148/616	00	01	93
			146	00	04	91
			141	00	00	68
			145/614	00	03	84
			145/615	00	01	55
			144	00	04	62
			357	00	00	96
			358	00	01	15
			460	00	05	56
			460/728	00	11	70
			459	00	07	01
			461	00	00	80
			473	00	04	09
			472	00	08	89
			468	00	05	06
			470	00	01	11
			469	00	06	27
			469/736	00	01	18
			467/735	00	01	08
			465/547	00	00	20
			478/562	00	00	36
			418/561	00	00	20
			418	00	00	31
			418/558	00	09	93
			360	00	02	88
			410/716	00	00	98
			405/710	00	00	23
			409/715	00	03	65
			409	00	00	64
			406	00	01	32
			406/711	00	01	69
			406/712	00	01	18
			407/746	00	00	20
			407	00	00	81
			408	00	02	69
			415	00	00	39

[F. No. R-11025(12)/2019-OR-I/E-29474]

SANTANU DHAR, Under Secy.

नई दिल्ली, 22 मई, 2019

का.आ. 889.—इंडियन इंस्टिट्यूट ऑफ पेट्रोलियम एंड एनर्जी (आईआईपीई) अधिनियम, 2017 के नियम 5 (1) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा निम्नलिखित व्यक्तियों को इंडियन इंस्टिट्यूट ऑफ पेट्रोलियम एंड एनर्जी, विशाखापत्तनम के नव गठित शासी मंडल के सदस्यों के रूप में दिनांक 10.05.2019 से तीन वर्ष की अवधि के लिए अथवा अगले आदेश होने तक, जो भी पहले हो, नियुक्त करती है:-

- (i) श्री पुष्प कुमार जोशी, निदेशक (मानव संसाधन) , हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लि.(एचपीसीएल)
- (ii) डॉ. पी. चंद्रशेकरन, निदेशक (ई एंड डी), ऑयल इंडिया लि. (ओआईएल)

[फा. सं. सीए-31037/8/2019-पीएनजी]

जे. सी. बाबू, उप सचिव

New Delhi, the 22nd May, 2019

S.O. 889.—In exercise of the powers conferred under Rule 5(1) of the Indian Institute of Petroleum and Energy (IIPE) Act, 2017, the Central Government hereby appoints the following persons as Members of the newly constituted Board of Governors of Indian Institute of Petroleum and Energy, Visakhapatnam with effect from 10.05.2019 for a period of three years or until further orders, whichever is earlier:-

- (i) Shri Pushp Kumar Joshi, Director (HR), Hindustan Petroleum Corporation Limited (HPCL)
- (ii) Dr. P. Chandrasekaran, Director (E&D), Oil India Limited (OIL).

[F. No. CA-31037/8/2019-PNG]

J. C. BABU, Dy. Secy.

नई दिल्ली, 23 मई, 2019

का.आ. 890.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को, जिनके 80 या अधिक प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

खुंटी टर्मिनल,

इंडियन ऑयल कॉर्पोरेशन, लिमिटेड

एन एच 20, अनिगारा,

झारखंड-835210

[सं. 11011/1/2017 (हिन्दी)]

ऊषा बिन्जोला, संयुक्त निदेशक (राजभाषा)

New Delhi, the 23rd May, 2019

S.O. 890.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Public Sector Undertakings under the administrative control of the Ministry of Petroleum & Natural Gas, in which 80 or more per cent of the staff have acquired working Knowledge of Hindi :-

Khunti Terminal,

Indian Oil Corporation, Ltd.

NH-20, Anigara,

Jharkhand-835210

[No. 11011/1/2017 (Hindi)]

USHA BINJOLA, Jt. Director (OL)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 22 अप्रैल, 2019

का. आ. 891.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, निदेशक, फेडरेशन ऑफ इंडियन एक्सपोर्ट ऑर्गेनाइजेशन, मुंबई एवं उनके कर्मचारी और अन्य के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, न. 2 मुंबई के पंचाट (संदर्भ संख्या CGIT-2/1 of 2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.04.2019 को प्राप्त हुआ था।

[सं. एल-42012/98/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd April, 2019

S.O. 891.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT-2/01 of 2017) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to the The Director, Federation of Indian Export Organisations, Mumbai and their workmen & Others, which was received by the Central Government on 03.4.2019.

[No. L-42012/98/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT :** M. V. Deshpande, Presiding Officer**REFERENCE NO. CGIT-2/1 of 2017****EMPLOYERS IN RELATION TO THE MANAGEMENT OF FEDERATION OF INDIAN EXPORT ORGANISATIONS**

The Director,
Federation of Indian Export Organisations,
Union No.3A, 4th Floor, Times Square, E-Wing,
Andheri Kurla Road, Chimpapada, Marol,
Andheri, Mumbai – 400 059.

AND**THEIR WORKMEN**

Smt. Sheetal Chandel,
Swami Darshan, Shelar Park,
7th Floor, Flat No. 702,
Khadak Pada Chowk,
Kalyan [West],
Pin – 421 301.

APPEARANCES:

FOR THE EMPLOYER : Mr. G. M D'mello, Advocate
FOR THE WORKMEN : Mr. B. K. Hedge, Advocate

Mumbai, the 18th February, 2019

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-42012/98/2016 – IR (DU) dated 22.12.2016. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Federation of Indian Export Organisations in terminating the services of Smt. Sheetal Chandel, Senior Record Keeper w.e.f. 01.03.2013 as per order dated 01.03.2013 by the Joint Director (Personnel), Head Quarter Office, New Delhi without issuing any charge-sheet and or conducting any enquiry into the charge leveled against her, is just & legal ? If not, what relief the workman concerned is entitled to ? ”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives.

3. The second party workman has filed statement of claim Ex. 3. According to the second party workman, she joined the service of first party federation in May '99 as Sr. Record Keeper and subsequently she was promoted to the post of Clerk. Her services came to be confirmed w.e.f. 14.2.03. She was continuously working without any break from the year 1999 in her service until her services was illegally and arbitrarily terminated w.e.f. 1.3.13.

4. It is the case of the second party workman that on 1.3.13 first party federation issued letter under the signature of Shri A.P. Srivastava, Joint Director and thereby it was informed to her that in terms of clause (ii) of terms & conditions of second party workman's appointment letter, the federation has decided not to avail the services of second party workman and the second party workman stands relieved from the employment w.e.f. 1.3.13 [A.N.].

5. It is thus case of the second party workman that she had worked more than 240 days in each block year of 12 month of her service prior to 1.3.13. She was working on the permanent post and was a permanent employee on the role of the first party federation. The first party federation terminated her services in total disregard to the mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. The retrenchment is ab-initio and null & void for non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. Even the first party federation has not offered retrenchment compensation till date as per mandatory provisions of section 25 F (b) and not intimated the retrenchment to the concerned authority as required u/s. 25 F (c) of the I.D. Act, 1947. The first party federation did not give notice in the prescribed manner on the appropriate government or such authority as prescribed by the Central Govt. No seniority list was displayed or intimation of the retrenchment sent to the appropriate govt. or to the office of RLC about the retrenchment of the second party workman. While retrenching her services from the employment of the federation, the first party federation retained junior employee working in the cadre of second party. Mrs. Vandana More & Annie Chikle were junior clerks working in the employment of first party. Therefore the retrenchment is also in violation of provisions of section 25 G of the I.D. Act, 1947.

6. According to the second party workman she approached the office of ALC for conciliation but due to non-cooperation of the management the conciliation failed.

7. Second party workman is therefore asking for declaration to the effect that termination of her services by order dt. 1.3.13 amounted to retrenchment and the retrenchment is null & void for non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. She is also asking for reinstatement on her original post with full back wages, continuity of service, attendant benefits from the date of termination till reinstatement.

8. The first party federation resisted claim by filing written statement Ex.7 contending therein that since the order of her appointment in service in the year 2003 the second party workman has been in constant habit of coming late. She had been given many opportunities for the improvements in her attitude but she could not change her attitude. The second party workman was given show cause notice on 7.7.04 for her late comings. She reported late 9 times in the month of May '04 and in June '04 she reported late 9 times. She submitted reply to show cause notice on 8.4.04 and apologized for her late reporting in the office and gave excuses of transport trouble & health ground. Considering her reply and applying sympathetic consideration towards her, only warning was given to her and she was warned that if late coming is repeated, she will face administrative action. However, her behavior and attitude of late coming remained the same. She was regular in coming late. Therefore the warning memo was issued on 8.5.07. She was asked to maintain minimum balance of leave for any emergency but she did not bother to take note of that. She was absent from duty without informing the office. In this manner all her sick leaves were taken by her. In these circumstances warning memo was issued but she was not adhering to the office time in spite of warnings. She did not improve her conduct and attitude. Her irresponsible

attitude amounted to insubordination which called for disciplinary action. As per her service record she reported 9 days late in July '09 and 12 days late in Oct. '09. Therefore office memorandum was given to her on 23.11.09 asking explanation on her reporting late in the office. She gave reply on 26.11.09. She admitted her late coming but gave excuses. Being continuous indiscipline and insubordination by the second party, office memorandum dt. 16.12.09 was issued to her. She did not want to improve her punctuality therefore she was given caution note on 17.2.10. Even then she continued with her late coming in the office and therefore another letter was given to her on 19.3.10.

9. According to the first party since there was no improvement in the conduct & behavior of the second party workman, first party was compelled to issue office memorandum to her on 5.5.10. Considering the continuous late coming by second party workman, her increment was frozen in the year 2010. In spite of adversaries issued to the concerned workman she did not improve for maintaining punctuality. In spite of all memos given to her there was no improvement in her behavior. Therefore termination letter was given to her dt. 1.3.13 within the frame work of the rules of service.

10. It is thus the case of the first party that the concerned workman was relieved from the service because of her misconduct and indiscipline and there was no question of looking into the seniority list. It is thus denied by the first party that the retrenchment is ab-initio & void. The first party has thus sought dismissal of the reference.

11. The second party workman by filing rejoinder Ex.9 reiterated that her services came to be terminated arbitrarily and in total disregard to principles of natural justice and in total disregard to the mandatory provisions of I.D. Act. It is then contended that from 21.12.11 to 25.12.11 she was admitted in City care hospital in Kalyan. Doctor advised her to take complete bed rests for two months. She applied for leave and submitted medical certificate for her sickness and the leave was granted. She was not absent during the period without any valid reason. With this, she has reiterated that she is entitled to relief of reinstatement with full back wages, continuity of service and other benefits.

12. Following issues are framed at Ex.12. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Does the Second Party Workman prove that her termination of service by office order dt. 1 st March, 2013, by the 1 st Party amounted to retrenchment and the retrenchment is null and void for non-compliance of the mandatory provisions of Section 25 F (a) (b) (c) of the I.D. Act, 1947?	Yes
2.	Does the Second Party Workman prove that she is entitled to the relief of reinstatement with full back wages, continuity in service and attendant benefits for the interregnum ?	Yes
3.	Whether the Second Party Workman is entitled to cost of the Reference and incidental to her ?	No
4.	What Award ?	As per final order

REASONS

Issue No. 1

13. From the evidence of the concerned workman it is clear that in May '99 she joined service of first party federation as a temporary staff and subsequently she was confirmed by the management of the first party w.e.f. 14.2.03 as a Sr. Record keeper. It is then clear from her evidence that from May '99 she was continuously working without any break in her service and as such she had worked for more than 240 days during the preceding 12 months of termination of services on 1.3.13. She had worked for more than 240 days in each block of 12 months from May '99. This sort of evidence of concerned workman has gone unchallenged as there is no cross examination directed against her in the context.

14. The point therefore creeps in whether in the circumstances termination of the services of the concerned workman would amount to retrenchment within the meaning of expression as defined in section 2 (o) of I.D. Act, 1947. Obviously, the concerned workman was not on probation as she claims that she was confirmed by the management of first party w.e.f. 14.2.03 as a Sr. Record Keeper and that she had worked more than 240 days in each block of 12 months from May '99. As per section 2 (o) retrenchment means the termination by the employer of the service of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action, but does not include;

- (a) Voluntarily retirement of the workmen or
- (b) Retirement of the workman on reaching the age of superannuation and

(c) Termination of service of the workman on the ground of continues ill-health.

15. From the above definition, it is clear that the termination of the concerned workman amounted to retrenchment since it is not by way of voluntary retirement or retirement on reaching the age of superannuation or as a result of non-renewal of the contract of employment between the employer and the concerned workman. Here in the instant case from the termination letter it is clear that the services of the concerned workman came to be terminated in terms of clause (2) of terms & conditions of appointment letter on the ground that the first party federation has decided not to avail her services and that the concerned workman stood relieved w.e.f. 1.3.13 [A.N]. Even though the office order dt. 1.3.13 shows that the concerned workman stood relieved but then the order clearly reflected termination of the services of the concerned workman that to without giving any reasons and on the findings that the federation has decided not to avail her services.

16. Even considering the facts of this case, termination of the services of the concerned workman does not fall within any of the expected or to be precise excluded categories. Undoubtedly, therefore the termination would constitute retrenchment and it is well settled that where pre-requisite for valid retrenchment as laid down in section 25 F has not been complied with retrenchment bringing about termination of services is void ab-initio.

17. In the decision in case of State of Bombay V/S. Hospital Mazdoor Sabha – 1960 – I – LLJ – 251, it is held that failure to comply with the requirement of Section 25 F of I.D. Act which prescribes the condition precedent for valid retrenchment renders the order of retrenchment invalid and inoperative. In other words, it does not bring about cessation of service of the workman and the workman continues to be in service. So now it is to be seen whether the retrenchment of the concerned workman is in consonance with section 25 of I.D. Act or not ?

18. As seen earlier, it is clear from the evidence of the concerned workman that she has been in continuous service for not less than one year under first party federation and that she had worked for more than 240 days in each block of 12 months from May '99. This sort of evidence has gone unchallenged. If that is so, it can be said that she has satisfied the eligibility criteria enacted in section 25 F of I.D. Act for claiming retrenchment compensation. Her case is not covered by any of the expected or excluded categories. She has rendered service for one year. Therefore termination of service would constitute retrenchment and in that circumstances non-compliance of section 25 F of I.D. Act will make her retrenchment ab-initio void since compliance of section 25 F of I.D. Act is mandatory.

19. For, it is explicit that the first party did not offer notice pay in lieu of notice and retrenchment compensation along with order of retrenchment. Nowhere in the written statement first party averred that the retrenchment compensation was offered to the second party workman as per the provisions of sub-section (b) of section 25 F of I.D. Act. Even it is not denied that the notice as required u/s. 25 F (c) of I.D. Act was given to the concerned workman. When admittedly the notice pay was not offered to the second party workman along with notice of termination of service but subsequently credited to her a/c., it is clear that the conditions stipulated u/s. 25 F (a) of I.D. Act was not complied with and subsequent payment of notice pay did not purge the breach of section 25 F (a) of I.D. Act.

20. First party federation has not adduced any oral evidence. Even in the written statement first party has not contended that they had offered retrenchment compensation to the workman. It is in that circumstances it can be said that there is breach of mandatory provisions of section 25 F (b) of the act. As per sub section (c) of section 25 F of I.D. Act notice in the prescribed manner is to be served on the appropriate Govt. No such notice in the prescribed manner was served. It can be said therefore that there is no compliance of the mandatory provisions of sub-section (a), (b) & (c) of section 25 F of I.D. Act.

21. Even then the Learned Counsel for the first party submitted that the concerned workman has been in constant habit of coming late. She had been given many opportunities for improvements in her attitude but she could not change her attitude and therefore in such circumstances she has been relieved from the services w.e.f. 1.3.13 [A.N].

22. It is no doubt true that in her cross examination the second party workman has admitted that she received letter dt. 7.7.04 vide Ex.8. She admits that in May & June '04 she reported late for 9 times. She even admits that as per letter dt. 8.7.04 she apologized for the same and admittedly as per letter dt. 16.7.04 management has warned her. She then admits that as per letter dt. 19.6.07 she was informed that she should balance the leaves. Admittedly she reported late for 9 days in July '09, for 13 days in August '09, for 14 days in Sept. '09, for 12 days in Oct. '09 and it is in that circumstances she received the letters from the management informing that she reported late on duties but then did not try to improve herself.

23. In view of these admissions, it is submitted that since the concerned workman did not improve herself and her conduct & performance was not satisfactory, she remained absent unauthorisedly, she came late, she admittedly received letters and in view of that her retrenchment is legal & proper.

24. On going through the documents, it appears that the concerned workman was given letter vide Ex.15 asking her to give explanation why administrative action should not be initiated against her on account that she reported office late 9 times in May & June '04. Ex.16 shows that explanation was given by the concerned workman mentioning therein that

due to transport troubles and also on account of health grounds she reported office late and assured that she will not repeat the same. On the basis of her explanation vide Ex.17 verbal warning was given to her. As per Ex.18 warning memo was again given to her on account that she did not bother to take note of warning and took leave very often on sick grounds. She was again given notice as per office memorandum vide Ex.19 and her explanation was called asking her as to why disciplinary action should not be taken against her for irregularities and for violation of office discipline. Vide Ex.20 concerned workman had given explanation to that memorandum mentioning therein her difficulties and practical problems for which she required to take leave. Again vide Ex.27 her explanation was called for not reporting for duties at the prescribed time. Caution notice Ex.22 was given to her for her late attendance for 9 days in Feb. '10. She was also given notice vide Ex.23 for late comings to the office in the month of Jan. & Feb. '10 whereby her leave was taken for reporting late. Again as per memorandum Ex.24 she was informed about her total working days in the month of April '10 and leave availed by her in that month and then she was informed to take note of her total working days and late comings to the office. Vide Ex.25, office memorandum was issued by which her annual increment due w.e.f. 1.10.10 for the year 2010 was frozen. Vide Ex.26 concerned workman was informed about the days of her late comings in the office in Oct. '10 and Dec. '10. Vide Ex.27 she was informed about her late comings to the office in Dec. '10 and Feb. '11. Vide Ex.28 she was given warning asking her to improve her attendance and punctuality. Vide Ex.29 inter office note was issued asking her for making improvement and then as per Ex.32 the concerned workman had asked for leave on medical ground. As per Ex.33 she was reprimanded for continuous indiscipline behavior in regard to regular late attendance. Vide Ex.34 it appears that concerned workman had given undertaking and assured that she will improve herself in her late coming. Again the Memorandum was given to her vide Ex.35 wherein it was informed to her that the office will take suo-moto action against her for dis-continuance of her services from organization to which she had replied vide Ex.36 for sympathetic consideration. However, it appears that as per office order dt. 1.3.13 her services came to be terminated stating therein that she stood relieved w.e.f. 1.3.13.

25. From the above documents on record, it appears that services of the concerned workman who has been in continuous service are retrenched without holding the departmental enquiry especially when the management issued notices, office memorandum to the concerned workman mentioning therein that suitable disciplinary action shall be taken against her on the basis of records available. On the basis of records available with the management it was for the management to take suitable disciplinary action by holding departmental enquiry against her. Since no disciplinary enquiry was conducted, the termination of the services of the concerned workman on the ground of misconduct as is stated by the management in their memorandum and notices is illegal, bad in law and in violation of principles of natural justice.

26. As seen earlier the misconduct as alleged by the first party management is that the second party workman reported late on duty on several occasions and did not improve her conduct and therefore she was given warning but then she repeated the same and did not come to the office in time. The misconduct alleged is that there was continuation in reaching office late inspite of repeated reminders. On going through the retrenchment order dt. 1.3.13 her services stood relieved w.e.f. 1.3.13 in terms of clause 2 of terms & conditions of the appointment letter. No such appointment letter is placed on record but then as per record it appears that her services came to be retrenched on the ground of misconduct and even there is no mention in the office order dt. 1.3.13 that such retrenchment occurred due to misconduct on the part of concerned workman since she was coming late to the office inspite of repeated reminders. Since the termination appears to be on the ground of misconduct then it is well settled that departmental enquiry should have been held before termination of services of the concerned workman.

27. From the above evidence, it can be observed that there is non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947 since no departmental enquiry was held even otherwise the termination on the ground of misconduct without holding the enquiry is illegal. In view of that, the termination of the concerned workman by office order dt. 1.3.13 by the first party amounted to retrenchment and the retrenchment is null & void for non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. Issue No.1 is therefore answered accordingly as indicated against it.

Issue No. 2, 3 & 4

28. In view of my findings to the Issue No.1, the concerned workman is entitled to the relief of reinstatement with full back wages, continuity in service and attendant benefits. So far entitlement of the second party workman to the cost of reference is concerned; there is no order as to costs. Hence I answer above issues accordingly as indicated against each of them in terms of above observations.

29. In result I pass the following order.

ORDER

1. The reference is allowed with no order as to costs.
2. It is declared that termination of the services of the second party workman by order dt. 1.3.13 amounted to retrenchment and the retrenchment of her services is null & void.

3. Termination of services by the first party management vide order dt. 1.3.13 is set aside.
4. The concerned workman be reinstated on her original post with full back wages, continuity of service and attendant benefits from the date of her termination till reinstatement.

Date: 18.02.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2019

का. आ. 892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महाप्रबंधक, अशोक होटल, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, 1, नई दिल्ली के पंचाट (संदर्भ संख्या 54/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 8/04/2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर-(डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 23rd April, 2019

S.O. 892.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.54/2014) of the Central Government Industrial Tribunal-cum-Labour Court, 1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the The General Manager, Ashok Hotel, New Delhi & Others, and their workmen which were received by the Central Government on 8/04/2019.

[No. L-42025/03/2019-IR-(DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI

ID No. 54/2014

Akhinder S/o Shri Man Phool Singh,
Through Shri S.S. Upadhyay, President,
Ashok Hotel Mazdoor Janta Union,
Ashok Hotel Staff Quarter No.C-48/49,
Chankyapuri, New Delhi
Workman/Claimant

...

Versus

The General Manager,
Ashok Hotel,
50-B, Chankyapuri,
New Delhi 110021.

... Management

AWARD

This Award shall dispose of a claim petition directly filed by the workman/claimant Akhinder under Section 2-A of the Industrial Disputes Act, 1947 (in short the Act) with the averments that the workman was working with the Management of Ashok Hotel w.e.f. 10/12/2002 continuously and against permanent post of cashier/clerk lying vacant

since long period. The claimant was Member of the Ashok Hotel Mazdoor Janta Union who took up his case for regularization of his services in the regular pay scale of cashier/clerk and had filed the claim on 29-12-2011 with the Regional Labour Commissioner (Central), New Delhi who referred the matter to the Secretary, Ministry of Labour, Govt. of India vide letter dated 1/5/2013. The Management came to know about the reference/letter dated 1/5/2013 and planned to terminate the services of the claimant/workman, who was working for a job of perennial nature. The workman was also paid Rs.1000/- extra for performing broken/shift duty. It is pleaded that contract between the management of Ashok Hotel and the contractors M/s Recruitment Bureau as well as M/s Suraksha Security Services w.e.f. October, 2012 are sham, camouflage and not genuine and was made to deprive the regular pay scale of the post of cashier./clerk to the workmen. It is also pleaded that the Management illegally terminated the services of the workman and did not allow him to perform duty on 14/9/2013 and since then the workman is without job. The workman wrote a letter to the Management on 16/9./2013 and the Union also sent a demand letter to the Management on 21/9/2013. It is further pleaded that termination of the services of the claimant by the Management is unlawful and in violation of the provisions of Section 33-A of the Act. Prayer has been made for reinstatement of the workman with continuity of services and full back wages.

2. The claim petition has been resisted by the Management who filed its written statement and took preliminary objections inter-alia that the claim petition is not maintainable as the claimant was employee of M/s Suraksha Security Services with whom the Management had entered into an agreement and all the personnel deployed for the services rendered under the agreement including the claimant was the employee of M/s Suraksha Security Services. The liability towards all the reliefs claimed by the claimant was solely of M/s Suraksha Security Services. It is alleged that although there is no employer-employee relationship between the Management and claimant, the appropriate authority did not consider the said fact and mechanically referred the matter for adjudication. Each and every allegations of the claimant have been denied. Prayer has been made for dismissal of the claim petition.

3. The claimant filed rejoinder, reiterating his own case and denied the allegations as made out in the written statement.

4. On the pleadings of the parties, following issues were framed on 4/2/2016 :—

- 1) Whether the claimant has espoused as mandated under the provisions of the Industrial Disputes Act, 1947 ?
- 2) Whether there was any employer—employee relationship (sic. of the claimant) with M/s Suraksha Security Services ?
- 3) In terms of reference ?

5. In support of his case, the claimant examined Shri S.S. Upadhyay, President of Ashok Hotel Mazdoor Union as WW1 besides examining himself as WW2 and tendered his evidence by way of affidavit Ex.WW2/A and relied on the documents Ex.WW2/1 to Ex.WW2/18. It would not be out of place to mention here that the Management opted not to participate in the proceedings after conducting cross examination of WW1 and as such, matter was proceeded ex parte against the Management vide order dated 12/7/2017. The Management neither cross examined WW2 Akhlinder Singh – claimant, nor had adduced any evidence in rebuttal.

6. I have heard Shri S.S.Upadhyay, A/R for the claimant and Shri Amit Wadhwa, Manager (HR) of the Management and have gone through the records carefully. My findings on the above issues are as follows.

Issue No. 1

7. As per the testimony of WW1 and WW2, the claimant Akhlinder was the member of Ashok Hotel Mazdoor Janta Union and the said Union had undertaken the case of the claimant for regularization of his services in the regular pay-scale applicable to the post of Cashier/clerk. WW1 was cross examined at length but nothing material came out to shake his testimony. WW1 SS Upadhyay, President of Ashok Hotel Mazdoor Janta Union clarified that the Union was formed in 1977 and he was having proof to show that workman/claimant had given subscription to the Union and proper receipt was issued to him. Perusal of the record shows that the claimant has filed this case directly under Section 2-A of the Act, without there being any espousal from any Union and has sought relief for reinstatement into service on the ground that his services have been illegally terminated by the Management. It is fairly settled that provisions of Section 2-A enables individual worker/s to raise industrial dispute notwithstanding that neither any other workman nor any Union of the workman is a party to the dispute or difference connected with or arising out of an employer discharging, dismissing, retrenching or otherwise terminating the services of an individual workman. Once the provisions of Section 2-A of the Act confers a right on the workman to approach directly the Labour Court/Tribunal for adjudication of the dispute, to my mind the instant application is maintainable, without there being any espousal by the Union. This issue is accordingly decided.

Issue No. 2

8. Testimony of the claimant that he was working on the post of Cashier in the Ashok Hotel against a vacant post, for the last 10 years and that he was working in shifts (morning, evening or night) as per requirement of the Management which duty used to be changed periodically, has gone unchallenged and unassailed. The claimant has filed on record copy of the Duty Chart (Ex.WW2/9 colly) showing that he was deployed as Restaurant Cashier/s in Ashok Hotel, New Delhi during the period 1-6-2005 to 15/2/2008. An objection has been taken by the Management that there is no relationship of employer-employee between the parties since the claimant was the permanent employee of M/s Suraksha Security Services. However, the Management has neither adduced any evidence nor has filed any document to substantiate its contention that the claimant was employee of M/s Suraksha Security Services or that there was no relationship of employer-employee between the Management and claimant herein. Accordingly, it is held that there existed relationship of employer-employee between the claimant herein and Management. This issue is, therefore, decided against the Management and in favour of the claimant.

Issue No. 3

9. At the outset I may mention that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

10. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty—the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law.

11. While deciding issue No.2 above, it has already been held that there existed relationship of employer-employee between the claimant herein and Management. The claimant WW2 has categorically deposed that while terminating his services on 14/9/2013, the Management of Ashok Hotel has not taken any permission from the Central Govt. Industrial Tribunal-II, New Delhi where a case for regularization of his services is pending. He has filed on record a copy of the statement of claim dated 28/12/2011 (Ex.WW2/1) which was made before the Labour Commissioner/Conciliation Officer with the prayer that Management of Ashok Hotel may be directed to regularize the services of the workmen in the scale of Rs.4660-6910/-. He has also filed on record a copy of letter dated 26/8/2014 (as Ex.WW2/2) showing that a reference was made to CGIT-II, New Delhi by the appropriate Government under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute relating to the regularization of the contractual workman Akhilendra Kumar and 14 others. It is evident from the documents Ex.WW2/1 and Ex.WW2/2 that dispute regarding regularization of services of the workmen including the claimant herein was pending as on 14/9/2013 when his services were allegedly terminated by the Management. The management has not filed on record any document to show that it had sought any permission from the Competent authority viz. either from Conciliation Officer or from the Labour Court. This impliedly means that conciliation proceedings were still pending when the services of the claimant herein were disengaged/terminated on 14/9/2013 without any express permission from the Competent Authority. Needless to mention that discharge/dismissal of the workman from employment, without complying with the provisions of Section 33(2)(b) of the Act, by an employer amounts to altering the terms & conditions of his employment. All these facts clearly indicate that the Management establishment has contravened the provisions of Section 33,

12. It is fairly settled that conditions contained in the proviso to Section 33(2)(b) of the Act are mandatory in nature and non-compliance of the same would render the order of discharge or dismissal etc. void or inoperative. To this view, I am fortified by the decision as reported in 2003 LLR 68 Indian Telephone Industries Ltd.Vs. Prabhakar H.Manyare. The plea of the workman/claimant that he was not allowed to perform duty w.e.f.14/9/2013 has gone un rebutted. He has also filed on record copy of the letter dated 16/9/2013 (Ex.WW2/11) to the General Manager of Ashok Hotel, intimating that he was not allowed to join duty on 14/9/2013 and had requested for taking him back on duty. He has also proved on record copy of the demand notice (dated 25/9/2013 as Ex.WW2/12, duly received by the Management. It is evident that the Management has terminated the services of the workman, without any approval from the Competent Authority and without payment of wages for one month, as provided under Section 33(2)(b) of the Act. Consequently, this Tribunal has no hesitation to hold that action of the Management in dismissing/terminating the services of the claimant him w.e.f. 14/9/2013 is illegal and void.

13. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. Testimony of the claimant that he worked with the Management of Ashok Hotel continuously w.e.f. 10/12/2002 to 13/9/2013, has gone unassailed. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman/claimant is of perennial

and regular nature as he was serving as Clerk/cashier. The claimant has pleaded and testified that he is totally unemployed since the day of his termination from service. Provisions of Section 33(2)(b) of the Act are almost akin to the provisions of Section 25-F of the Act as both these provisions lay down certain conditions precedent to the retrenchment/discharge of workmen and also requires the employer to give one month's wages in lieu of notice.

14. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- (i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- (ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

15. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

16. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

17. However, Hon'ble Apex Court in the case of General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

18. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :—

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer’s obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

A similar view has been taken in the case of Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018) MANU/de/1322/2018 wherein service of a casual driver was terminated without any notice or payment of one month’s salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon’ble High Court of Delhi by observing as under :—

“In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

19. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after his termination by the Management no.2. Award is passed accordingly against Management No.2.

Date : 4.4.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 14 मई, 2019

का. आ. 893.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निदेशक, सरदार वल्लभभाई राष्ट्रीय प्रौद्योगिकी संस्थान, इचानाथ, सूरत (गुजरात) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 अहमदाबाद के पंचाट (संदर्भ संख्या 128/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/04/19 को प्राप्त हुए थे।

[सं. एल-42011/53/2013-आईआर(डीयू)]
वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 14th May, 2019

S.O. 893.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 128/2013) of the Central Government Industrial Tribunal cum Labour Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, Sardar Vallabhbhai National Institute of Technology, Ichhanath, Surat (Gujarat) & Others, and their workmen which were received by the Central Government on 22/04/19.

[No. L-42011/53/2013-IR(DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present

Pramod Kumar Chaturvedi, Presiding Officer,
CGIT-cum-Labour Court,
Ahmedabad,
Dated 11th April, 2019

Reference: (CGITA) No. 128/2013

The Director,
Sardar Vallabhbhai National Institute of Technology,
Ichhanath, Surat (Gujarat)

... First Party

V/s

The Secretary,
Surat Jilla Bharatiya Mazdoor Sangh,
B/206, Capital Complex, Beside Pratik Row House,
Hany Park Road, Adajan,
Surat (Gujarat)

... Second Party

For the First Party : None

For the Second Party : Shri Hitesh D. Katharotiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42011/53/2013-IR(DU) dated 11.07.2013 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the union for not violating the Section 9-A of the Industrial Disputes Act, 1947 by transferring the sweepers from one department to another by the management of Sardar Vallabhbhai National Institute of Technology, Surat is legal, proper and just? To what relief the concerned workmen are entitled to?”

1. The reference dates back to 11.07.2013 and received on 19.07.2013 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. In response to the notice issued to the parties, the second party union submitted the statement of claim Ex. 7 on 10.01.2018 alleging that the second party workmen were the employees of the first party The Director, Sardar Vallabhbhai National Institute of Technology, Ichhanath, Surat, hereinafter referred to as ‘first party’. They were affiliated to the Gujarat Shramik Seva Sangh, a trade union registered under the Bombay Trade Union Act. The union raised the demand for regularisation of the workmen which was not accepted by the first party, therefore, they raised the dispute before the Assistant Labour Commissioner, Vadodara for reconciliation and settlement of the dispute but the first party with a mala-fide intention change their service conditions and later on, terminated their services on 13.08.2012 without following the due procedure under Section 33 A of the Industrial Disputes Act. Therefore, they have prayed for declaration of termination of their service as illegal and order for wages.

3. The first party despite issuing notice did not prefer to appear and submit written statement, therefore, on 14.02.2019, the reference was ordered to be heard ex-parte against the first party.
4. Today on 11.04.2019, the workmen named Niteshbhai Vasanjibhai Gamit, Yogeshbhai Ranchhodhbhai Gamit, Pragneshbhai Vantabhai Gamit, Maneshbhai Raylubhai Kokni, Rameshbhai Maganbhai Gamit, Dineshbhai Vasanjibhai Gamit, Mukeshbhai Limjibhai Gamit, Vinodbhai Arjunbhai Gamit, Hitendrabhai Hasmukhbhai Gamit, Sureshbhai Hanjibhai Gamit, Arunbhai Amrutlal Rana, Ravibhai Kanubhai Solanki, Vishakha Laxmikant Raut and Laxmikant Namdev Raut submitted their affidavits vide Ex. 9 to 22 respectively reiterating the averments made in the statement of claim. Thus the reference is disposed of as ex-parte with the observation as under: "the demand of the union for not violating the Section 9-A of the Industrial Disputes Act, 1947 by transferring the sweepers from one department to another by the management of Sardar Vallabhbhai National Institute of Technology, Surat is legal, proper and just."
5. The Director, Sardar Vallabhbhai National Institute of Technology, Surat is directed to reinstate all the aforesaid workmen within 30 days from the publication of the award with a lump-sum back wages of Rs.5000/- (Rupees Five Thousand) to each workman.
6. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सहायक महाप्रबंधक, कैनफिन होम्स प्रा. लिमिटेड, बसावनगुडी, बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 34/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.04.2019 को प्राप्त हुए थे।

[सं. एल -42025/03/2019-आईआर(डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 894.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 the Central Government hereby publishes the award (Ref. No. 34/2013) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Assistant General Manager, Canfin Homes Pvt. Ltd. Basavangudi, BANGALORE, & Others, and their workmen which were received by the Central Government on 15.04.2019.

[No. L-42025/03/2019-IR (DU)]

V.K. THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

PRESENT : JUSTICE SMT. RATHNAKALA, Presiding Officer

ID No.34/2013

I Party

Maya Kamath,
W/o K Ganesh, D – 4,
Central Exercise Qtrs.,
C Block, Devraj Urs Layout,
DAVANGERE – 577 006.

II Party

The Assistant General Manager,
Canfin Homes Pvt. Ltd.,
Head Office,
Basavangudi,
BANGALORE.

APPEARANCES :

I Party : Self

II Party : Shri T P Muthanna, Advocate

1. This is a Petition filed under Section 2A of the ID act. The claim set forth by the 1st party workman is that she was appointed as an Assistant by the 2nd Party w.e.f. 28.08.1996; while working at Jayanagar Branch of Bangalore, she was issued with charge sheet with certain allegations; enquiry was held; the Disciplinary Authority removed her from service w.e.f. 06.07.2012; her appeal was rejected by the Appellate Authority; she raised an industrial dispute since no settlement was arrived she preferred to file the present petition. The enquiry conducted against her was in violation of principles of natural justice; she is not guilty of the alleged misconduct; enquiry report was not disclosed to her; she is facing financial hardship due to the illegal and arbitrary action of the 2nd Party.

2. The 2nd Party in their counter statement rebutted the allegation on the following lines :

“She committed serious acts of misconduct and investigation was conducted; the Enquiry Officer pointed out prima facie, the misconduct committed by her; her explanation to the investigation report was called for and she has submitted her reply; since her submission was not satisfactory charge sheet was issued; she was charge sheeted for violation of Regulation of 26(1) Can FinHomes Staff Service Regulations(1988). She did not submit her explanation to the charge sheet and participated in the enquiry and was provided with full opportunity to defend herself in the enquiry. The enquiry authority based on the documentary and oral evidence submitted his report by holding that she is guilty of all the charges mentioned in the charge sheet. She submitted her submission to the enquiry report. Taking into consideration gravity of the misconduct she is removed from service which shall not be disqualification for future employment; the Appellate Authority gave personal hearing to her considered her submission and as the grounds of appeal: the appeal came to be rejected and the punishment imposed by the Disciplinary Authority is confirmed. Her past service record is not satisfactory. During 2009 and 2010 she was charge sheeted for commission of misconduct; in both cases she had admitted the charges and apologized; the 2nd Party closed the matter by advising her to be careful, she was counselled both orally and through letters to improve her performance, behaviour with the customer and superiors etc., but she persisted with her acts of misconduct; the punishment imposed on her is justified.”

3. On the rival pleadings following issues were framed :

“01. Whether the Domestic Enquiry conducted by Respondent against the applicant is fair and proper?

02. If yes whether applicant demonstrates the enquiry finding is perverse necessitating the interference of this tribunal?

03. Whether the punishment imposed against the applicant is disproportionate to the misconduct proved against him?

04. What order or award?”

4. The first issue was treated as Preliminary Issue. To discharge their burden regarding first issue the II Party examined the Enquiry Officer and produced the enquiry records Ex M-1 to Ex M-10. There was no rebuttal evidence, thereafter, consciously the I Party workman has opted to stay out of the proceedings.

5. She has withdrawn her vakalat given to Sh. B M Mahadeva and thereafter neither did engage any counsel nor prosecute the case on her own. Notice sent to her through RPAD has returned unserved as “No such person in the address Left”.

6. I have heard Sh. HCS for TPM learned counsel for the II party. My answer to the Issue No. 1 is in the affirmative and negative to the 2nd and 3rd Issue.

7. Through the evidence of MW 1 / Enquiry Officer, it is brought out that the I Party participated throughout the enquiry without engaging the service of Defence Representative. During the preliminary enquiry she denied the charges. She inspected the management documents but did not produce any documents on her behalf. Two witnesses were examined on 04.05.2012. Though opportunity was given, she did not cross-examine them.

8. The witnesses produced inter office letter correspondences pertaining to the lapses in the performance of the I Party workman, the memos issued to her, her response to the memo's, the report submitted by MW 1 and MW 2 to the AGM and the investigation report carried out by AGM on the complaint of MW 2. The Charge sheet and the reply submitted by her. Though opportunity was provided she had not submit her written brief before the Enquiry Officer.

9. The Enquiry Officer for holding the workman guilty of the offence has recorded his finding, charge by charge. MW 2 was the Manager of the Branch and MW 1 was the Senior Officer of the Branch. Both of them had consistently stated about the nature of work assigned to her, her poor performance, lethargic attitude due to which customer had to move

from her table to some other table seeking clarification; there were many complaints against her by the customers since deposits were not renewed timely there were written complaints also. Cheque return letters were sent to the borrowers without assigning the reasons. Some letters were sent to the borrowers though there were no cheque returns from their side. She used to send cheques to wrong addresses. LIC policy assignment were not done on time. There were complaints from the borrowers for the delay. A complaint was given to the Assistant General Manager; once she misplaced a LIC policy which has to be encashed; the customer had to get the duplicate policy to get the proceeds, later they found out that the Original Policy was with her only. The matter was brought to the AGM of the branch pursuant to which investigation was conducted. That non cross-examination of these management witnesses coupled with the documents produced prompted the Enquiry Officer to hold all the seven charges as proved. The Charges are :

“Charge No. 1 : Charge Sheeted Employee did not render proper service to depositors because of which they choose to seek refund of the deposit.

Charge No. 2 : She did not deliver the renewed deposit receipt in time to the customer Deposits Nos 8994 & 8995 which were submitted for renewal were renewed only after 1 month. The depositor Mrs. Anju Bansal has made a written complaint against her about deficiency in service rendered by her.

Charge No. 3 : She has been continuously committing mistakes causing a lot of customer complaints almost everyday. She has sent letters to customers informing that their cheques have bounced whose loan amount was closed 8 years back.

Charge No. 4 : She has filed the returned cheques in the respective files and not informed to the concerned borrowers.

Charge No. 5 : She has not attended to the LIC policy given for assignment in favour of the company.

Charge No. 6 : She has been committing consistent mistakes which is causing unwarranted friction with customers and hampering smooth functioning of the branch.

Charge No. 7 : She has not shown any improvement in her performance inspite of repeated reminders from the Branch Manager.”

10. In her remarks to the enquiry report she did not comment upon the enquiry report or the procedure adopted during the enquiry instead she pleaded for transfer to Davangere for personal reasons. The Disciplinary Authority concurred with the enquiry findings and ordered for dismissal which shall not be disqualification for future employment. In her appeal memo for the first time she questioned the procedure adopted during the enquiry and lack of opportunity to cross-examine management witnesses and to lead defence evidence etc., however, she apologized her minor transgressions and sought for another opportunity to serve the establishment. During the personal hearing she had stated that she had no more oral submission, however, sought for another opportunity to serve the institution, the Appellate Authority confirmed the punishment order, in the light of her past records.

11. Before this tribunal she had a fair opportunity to challenge the fairness of the Domestic Enquiry which she did not utilize . Though there is no direct financial implication on the 2nd Party consequent upon the misconduct proved against the workman definitely the deficiency in her service will indirectly tell upon the business of the branch office. It is not for the first time she was tackled for her misconduct and irregularities, the Appellate Authority has noticed the previous incidents of her misconduct like Unauthorized absence, scant respect to the Higher authority, instructions of higher authorities etc. Since the punishment order is not affecting her future career, in my considered opinion the punishment order is justified not calling for exercise of jurisdiction vested with this tribunal by Section 11 A of the ID Act. Hence,

AWARD

Petition is Dismissed.

(Dictated to U D C, transcribed by him, corrected and signed by me on 1st April 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निदेशक और एम.एस., पीजी इंस्टीट्यूट ऑफ मेडिकल एजुकेशन एंड अनुसंधान, डॉ. आरएमएल अस्पताल, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 62/2017) प्रकाशित करती है जो केन्द्रीय सरकार को 11/04/2019 को प्राप्त हुए थे।

[सं. एल -42011/77/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 895.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.62/2017) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi - 1 as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director and M.S., PG Institute of Medical Education & Research, Dr. RML Hospital, New Delhi, New Delhi & Others, and their workmen which were received by the Central Government on 11/04/2019.

[No. L-42011/77/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No. 1 NEW DELHI

ID No. 62/2017

Ms. Lipika Sharma and 6 others,
(working as Technical Supervisor/Technician in PGIMER of RML Hospital),
Represented by
Hospital Employees Union,
Agarwal Bhawan, GT Road,
Tis Hazari, Delhi 54.

... Workman

Versus

1. The Management of PG Institute of Medical Education & Research, Dr.RML Hospital,
Baba Khadak Singh Marg,
New Delhi 1100001 through its
Director and M.S.
2. Directorate General of Health Services,
Ministry of Health and Family Welfare,
Nirman Bhawan,
New Delhi.

... Management

AWARD

This award shall decide a reference which was made to this to this Tribunal by the appropriate Government vide letter No.L-42011/77/2016/IR(DU) dated 03.03.2017 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Post Graduate Institute of Medical Education & Research, Dr. Ram Manohar Lohia Hospital and Directorate General of Health Services in terminating the services of the workmen during the pendency of dispute of regularization of services is fair and legal ? If not, to what relief the workmen is (sic. are) entitled to and from which date? ’

2. Both parties were put to notice and the claimants/workmen Lipika Sharma and 6 others filed their joint statement of claim with the averments that they were working with the Management on the post of Technical Supervisor/Technician, giving their service particulars as under :—

Sl.No.	Name Shri/Smt.	Designation	Date of joining	Date of termination	Last Place of posting
1	Ms.Lipika Sharma w/o.Aakash Yadav	Technical Supervisor	20.4.2011	31.12.15	I.T.
2	Smt.Pushpa w/o.Gulshan Kumar Bhola	Technician	20.10.11	31.12.15	Graphic Lab
3	Arun Kant s/o. Shrikant Tiwari	Technician	25.4.2011	31.12.15	Graphic Lab

4	Mandeep Kaur w/o.Amit Mehrotra	Technician	22.11.10	31.12.15	I.T.
5	Vagish Bhardwaj s/o.Uma Shankar Sharma	Technician	20.10.10	31.12.15	Molecular Lab
6	Aman Yadav s/o.A.K. Yadav	Technician	12.10.10	31.12.15	Molecular Lab
7	Manveer Singh s/o. Shri Bhadrupal	Technician	27.1.2011	31.12.15	Biostatistics

As per averments made in the claim petition, the Management had advertised the post of Technical Supervisor and Technician in various newspapers including Hindustan Times and in pursuance thereof, the workmen herein alongwith other persons had applied for their respective jobs. The Management formed a Selection Board consisting of number of Doctors/Professors of various fields to select employees for the post of Technical Supervisor and Technician. The Selection Board selected the workmen herein only after interview and verification of their documents and thereafter police verification and medical examination of the workmen was got done by the Management. Then appointment letters were issued to the claimants against vacant posts of Technical Supervisor (carrying the pay scale of Rs.9300-34800/- plus Grade Pay of Rs.4600) and Technician (in the pay scale of Rs.5200-20200 plus Grade Pay of Rs.2000) but the management paid them consolidated amount of Rs.,17000/- and Rs.10000/- respectively for the post of Technical Supervisor and Technician. The workmen/claimants herein are continuously and uninterruptedly discharging their duties, without any break from their initial date of joining till the date of their illegal termination. The workmen were continuously discharging their services from the dates of their respective joining against vacant & sanctioned posts and as such, they raised an industrial dispute claiming regularization of their services and the matter was taken up by the Assistant Labour Commissioner/ Conciliation Officer on 29-12-2015 wherein Smt. Lalita Maini, Senior Administrative Officer of PGIMER appeared on behalf of the Management No.1 and after hearing, she became annoyed & issued termination order/s dated 31.12.2015 without obtaining any permission of the Conciliation Officer. As such, the action of the Management in terminating the services of the workmen during pendency of the industrial dispute concerning their regularization is totally illegal, bad, unjust and malafide inasmuch as the Management has not given any prior notice to the workmen regarding change of their service conditions; Management passed the termination order in undue haste and in violation of the provisions of Section 33 of the Act; the impugned order has been issued in violations of the provisions of Section 25-F,G and H of the Act. It is pleaded that the workmen are unemployed since the date of their termination w.e.f. 31/12/2015. Prayer has been made for reinstatement of workmen into service with continuity of service, full back wages & all consequential benefits – monetary and non monetary as well as for costs of litigation.

3. The statement of claim has been resisted by the Management who filed written statement and took preliminary objections that PGIMER which was established by Ministry of Health & Family Welfare, Govt. of India in 2008, is a separate entity and as per explanation to Section 2(7)(j) of the Act, educational institutions are not included under the definition of “Industry” and as such, the PGIMER is not an industry and the claim petition is not maintainable. While denying the averments of the claimant, it has been stated that the recruitment of the claimants was made following due process and the Technical Supervisor/s were engaged on consolidated remuneration of Rs.17000/- per month, whereas Technicians were engaged on remuneration and they were accorded increments at 5 per cent in 2011, 2012 and 2013 as per instructions issued by the Ministry. And their tenure was extended on year to year basis, with the stipulation that their tenure is upto a specified period of time or till regular incumbent joins, whichever is earlier. It is also stated that a proposal was sent to DGHS in October, 2014 for enhancement of salary of Technicians and Technical Supervisor working in PGIMER but DGHS vide letter dated 17/9/2015 directed to terminate the services of contractual technicians/ technical Supervisor and as such, the services of the workmen/claimants were terminated vide order dated 31/12/2015. It is alleged that Section 33 of the Act does not attract in the matter as PGIMER does not fall under the jurisdiction of ID Act. Prayer has been made for dismissal of claim petition.

4. Rejoinder was filed on behalf of the claimants whereby they reaffirmed the averments as made in the claim petition and denied the allegations made in the written statement.

5. On the pleadings of the parties, following issues were framed on 19/2/2018 :—

- (i) Whether the reference is not legally maintainable in view of the preliminary objections ?
- (ii) In terms of reference ?

5. The workmen /claimants examined themselves as WW1 to WW7 and tendered their evidence by way of affidavits Ex. WW1/A to Ex.WW7/A respectively & relied on number of documents.

6. On the other hand, the Management examined one Shri Arvind Kumar, Registrar of PGIMER who filed his affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/6.

7. I have heard Shri Rajiv Aggarwal, A/R for the claimants and Shri Atul Bhardwaj, A/R for the Management. I have also gone through the records carefully. My findings on above issues are as follows.

Issue No. 1:

8. Ld. AR appearing on behalf of the Management strongly contended that the Management No.1 PGIMER wherein the claimants were working on contract basis, is not an industry under Section 2(j) of the Act because the said institution is doing research work with no profit motive and as such the claim petition is not maintainable before this Tribunal.

9. Per contra, learned A/R for the claimants submitted that since the work done by the Management Hospital is systematic, it fall within the definition of term “industry”.

10. It the worthwhile to mention here that the definition of ‘industry’ as provided under Section 2(J) of the Act, is in two parts. In its first part it means any business, trade, undertaking, manufacture or calling of employers. This part of definition determines an industry by reference to occupation of employers in respect of certain activities. These activities are specified by five words and they determine when an industry is and what the cognate expression ‘industrial’ is intended to convey. The second part views the matter from the angle of employees and is designed to include something more in what the term primarily denotes. This part gives extended connotation. If the activity can be described as an industry with reference to the occupation of the employers, the ambit of the industry, under the force of the second part, takes in the different kinds of activity of the employees mentioned in the second part. But, the second part alone cannot define ‘industry’. An industry is not to be found in every case of employment or service. By the inclusive part of the definition the labour force employed in an industry is made an integral part of the industry for purposes of industrial disputes although industry is ordinarily something which employers create or undertake. Before the work engaged in by an employer can be described against industry, it must bear the definite character of ‘trade’ or ‘business’ or ‘manufacture’ or ‘calling’ or must be capable of being described as an undertaking resulting in material goods or material services. Where an activity is to be considered as an industry, it must not be casual but must be distinctly systematic and the work for which workmen are employed must be productive and the workmen must be following an employment, calling or industrial avocation. The word ‘industry’ must take its colour from the definition and that it discloses that a workman is to be regarded as one employed in an industry if he is following one of the vocations mentioned in conjunction with his employers engaged in the vocation mentioned in relation to the employers.”

11. In State of Bombay Vs. Hospital Mazdoor Sabha, 1960(1) LLJ 251, Hon’ble Supreme Court had observed that under Section 2(j) of ID Act, an activity can and must be regarded as an industry even though in carrying it out, profit motive may be absent.

12. Hon’ble Apex Court in the case of Bangalore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266 dealt at length with the ambit and scope of expression “industry” as defined in Section 2(J) of the Act and held as under —

- “(a) Where a complex of activities some of which qualify for exemption, others not involves employees on the total undertaking some of whom are not “workman” as in the University of Delhi case (supra) or some departments are not productive of goods and services, if isolated, even then the predominant nature of the services and integrated nature of the departments as explained in the Corporation of Nagpur (supra) will be the true test. The whole undertaking will be “industry” although those who are not ‘workmen’ by definition may not benefit by the status.
- (b) Notwithstanding the previous clauses, sovereign functions strictly understood (alone) qualify for exemption not the welfare activities or economic adventures undertaken by Government or Statutory bodies.
- (c) Even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, they can be considered to come within section 2(j).
- (d) Constitutional and competently enacted legislative provisions may well remove from the scope of the Act categories which otherwise may be covered thereby.
- (e) We overrule Safdarjung (supra), Solicitors’ case (supra), Gymkhana (supra), Delhi University (supra), Dhanrajgiri Hospital (supra) and other ruling whose ratio runs counter to the principles enunciated above and Hospital Mazdoor Sabha (supra) is hereby rehabilitated.”

13. In Christian Medical College and Brown Hospital Vs. Labour Court, 1996(2) LLN 697, it has been held by Hon’ble Punjab & Haryana High Court that Hospital & Medical College is an industry. Similarly, in Simla Devi Vs. Presiding Officer, 1997(2) LLN 305, Hon’ble Punjab and Haryana High Court held that Hospital is an industry and a part time workman in hospital is a workman. Our own High Court in the case of AIIMS Vs. Raj Singh, 2009(2) SCT 9(Delhi) observed that the AIIMS does not cease to be a hospital merely because research is also carried on therein and applying the law as explained in Bangalore Water Supply (supra), AIIMS was held to be an “industry” within the meaning of Section 2(j) of the Act.

14. Perusal of the record shows that MW1- Arvind Kumar – sole witness of the Management has clarified in his cross examination that the work done in the Management is systematic by way of cooperation and coordination between the Officers and subordinate employees and the aim/objective of the Management is to produce the doctors to serve the people at large.

15. Having regard to the ratio of aforesaid decisions, it is fairly settled that hospital, research institutes and training centre render valuable material services to the community for qualifying for coming within Section 2(j) of the Act. To my mind, PGIMER attached to RML Hospital would not cease to be an “industry” inspite of the fact that the hospital is not embarking upon any economic or profit making activity and it is accordingly held that the Management falls within the definition of “industry” qua the claimants who were working on the post of Technical Supervisor or Technician and that the claim petition is maintainable. This issue is accordingly decided in favour of the claimants & against the Management.

Issue No.2 :

16. It is manifest from the pleadings of the parties and evidence adduced on record that the claimants/workmen herein were engaged by the Management sometimes during the period from October, 2010 to April, 2011 (to be more precise as detailed in para 2 above) on the post of Technical Supervisor / Technician, after due process viz. issuance of advertisement in leading newspapers; conducting of interview by the Selection Board consisting of Medical experts/professionals; selection of claimants/workmen herein as per recommendations of the Board and thereafter the workmen were put to police verification and medical examination/s. Thereafter, the claimant Lipika Sharma (WW1) was appointed to the post of Technical Supervisor on contract basis at a consolidated remuneration of Rs.17,000/- per month vide appointment letter Ex.WW1/2 followed by office order dated 9/5/2011 (Ex.WW1/3), whereas other claimants Smt. Pushpa, Arun Kant, Mandeep Kaur, Vagish, Aman Yadav and Manveer Singh were appointed to the post of Technician/s on a consolidated monthly remuneration/salary of Rs.10,000/- which is also evident from the documents Ex.WW2/1, Ex.WW2/2, Ex.WW3/1, Ex.WW3/2; Ex.WW4/1 & Ex.WW4/2; Ex.WW5/1 & Ex.WW 5/2; Ex.WW6/1 & Ex.WW6/2; and Ex.WW7/1 & Ex.WW 7/2. The workmen herein were appointed against sanctioned vacant posts, initially for a period of one year and their term was extended from time to time prior to their termination vide letter dated 31/12/2015 (Ex.WW1/7 and copy also filed as Ex.MW1/4). Remuneration/consolidated salary of the claimants was enhanced from time to time and last draw wages of the workman Lipika Sharma working as Technical Supervisor were Rs.19500/-, whereas the other workmen working as Technician were drawing wages @ Rs.11500/- per month, prior to their termination. MW1 Arvind Kumar – sole witness of the Management has admitted that the claimants were working against vacant posts of Technical Supervisor/s carrying pay scale of Rs.9300-34800/- with grade pay of Rs.4600/- and Technicians carrying pay-scale of Rs.5200-20200/- with Grade Pay of Rs.2000/-.

17. In the year 2015 the claimants/workmen herein had approached the Conciliation Officer for regularization of their services and before the Conciliation Officer, Management through Ms.Lalita Maini, Senior Administrative Officer had put in appearance on 29/12/2015 which fact is also admitted to by MW1 Shri Arvind Kumar. It is undisputed fact that services of the claimants have been terminated vide letter dated 31/12/2015 (Ex.MW1/4) with immediate effect. MW1 Arvind Kumar –witness of the Management has admitted that the Management had not taken any permission from the appropriate Govt./Conciliation Officer or the competent court of law, prior to terminating the services of the claimants. However, this witness clarified that pursuant to the receipt of letter Ex.MW1/3 from the Ministry of Health & Family Welfare, the Management had decided to terminate the services of the claimants/workmen. Recital of the contents of letter Ex.MW1/3 would show that request letters dated 18/12/2014 and 13/8/2015 of the Medical Supdt. Of RML Hospital regarding enhancement of salary of Technician (contract basis) and Technical Supervisor (on contract basis) was examined and it was decided to terminate the services of the applicants who have been appointed on contract basis keeping in view the fact that in case these contractual Technician/Technical Supervisor approached CAT, they may also get a favourable order. Thus, it clearly emerges that the Management terminated the services of the claimants under the apprehension that the claimants who were working on contract basis for quite long, may get a favourable order from the Central Administrative Tribunal or any other Court of law. It seems that this action of the Management in terminating the services of the workmen vide letter Ex.MW1/4 was not in good faith rather as a colourable exercise of their right and it amounted to unfair labour practice as provided under item 5 of the Fifth Schedule of Section 2 (ra) of the Act, inasmuch as vide office order dated 2/12/2015 (Ex.WW2/8) the Management had extended the services for four workmen/claimants herein for a period of three months and the period of three months had not expired when termination order dated 31/12/2015 (Ex.MW1/4) was issued by the Management.

18. Furthermore, termination of services of the workmen/claimants herein is in violation of Section 33-A of the Act, because undisputedly industrial dispute regarding regularization of services of the claimants was pending before the Conciliation Officer and admittedly the Management had not taken any permission from the appropriate Govt./Conciliation Officer or the competent court of law, prior to terminating the services of the claimants. It will be worthwhile to mention here that Section 33 of the Act clearly provides that during pendency of the proceedings either before the Conciliation Officer or Labour Court or Industrial Tribunal, no employer shall alter or change the conditions of service of the workman without written permission/approval from the authority before which such proceedings are pending. In case of contravention of the provisions of Section 33 by any employer, aggrieved employee has been given a

right to make a complaint in writing under Section 33-A of the Act before the Authority before whom such proceedings were pending at the time of retrenchment/discharge etc. of the workman.

10. Section 33-A of the Act enjoins upon the Industrial Adjudicator a twin duty – the first is to find out as to whether the employer has contravened the provisions of Section 33 and to answer the question as to whether the dismissal or such other punishment as may have been imposed upon the workman is justified in law. As mentioned above, dispute regarding regularization of services of the workmen /claimants herein was pending as on 31/12/2015 when their services were terminated by the Management. The management has not filed on record any document to show that it had sought any permission from the Competent authority viz. either from Conciliation Officer or from the Labour Court. This impliedly means that conciliation proceedings were still pending when the services of the claimant herein were disengaged/ terminated on 31/12/2015 without any express permission from the Competent Authority. Needless to mention that discharge/dismissal of the workman from employment, without complying with the provisions of Section 33(2)(b) of the Act, by an employer amounts to altering the terms & conditions of his employment. All these facts clearly indicate that the Management establishment has contravened the provisions of Section 33.

12. It is fairly settled that conditions contained in the proviso to Section 33(2)(b) of the Act are mandatory in nature and non-compliance of the same would render the order of discharge or dismissal etc. void or inoperative. To this view, I am fortified by the decision as reported in 2003 LLR 68 Indian Telephone Industries Ltd.Vs. Prabhakar H.Manyare. MW1 Arvind Kumar has admitted that no notice or notice pay in lieu thereof or service compensation was offered or paid to any of the workmen prior to their termination. It is, thus, apparent that the Management has terminated the services of the workman, without any approval from the Competent Authority and without payment of wages for one month, as provided under Section 33(2)(b) of the Act. Consequently, this Tribunal has no hesitation to hold that action of the Management in dismissing/terminating the services of the claimants w.e.f.31/12/2015 is illegal and void.

13. Now the residual question is whether the claimants/workmen are entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. As mentioned above, recruitment of the claimants to the post of Technical Supervisor/Technician was as per due process and the claimants/workmen do possess requisite qualifications to the post/s to which they were selected and engaged in the year 2010 and they all worked from 2010-11 to

31st December, 2015. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workmen/claimants is of perennial and regular nature inasmuch MW1 Shri Arvind Kumar has fairly stated that the posts to which the workmen were employed are lying vacant as on date. The claimants have pleaded and testified that they are totally unemployed since the day of their termination from service. Management has not led any evidence to show that the claimants are gainfully employed. Provisions of Section 33(2)(b) of the Act are almost akin to the provisions of Section 25-F of the Act as both these provisions lay down certain conditions precedent to the retrenchment/discharge of workmen and also requires the employer to give one month's wages in lieu of notice.

14. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

15. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

16. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

17. However, Hon'ble Apex Court in the case of General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :—

“8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.”

18. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :—

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

19. Having regard to the legal position as discussed above and the fact that the claimant was performing duty against post/s of regular and perennial nature, this Tribunal is of the firm view that the claimants herein are entitled for reinstatement into service on the same post, with full back wages, inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman are not gainfully employed anywhere since after their termination by the Management. Award is passed accordingly against Management No.2.

Date : 9/4/2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 896.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स यूनिट चीफ, तुंगभद्रा स्टील प्रोडक्ट लि., तुंगभद्रा डैम बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 09/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[स. एल -42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 896.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 the Central Government hereby publishes the award (Ref. No. 09/2015) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Unit Chief, Tungabhadra Steel Product Ltd., Tungabhadra Dam & Others, and their workmen which were received by the Central Government on 16.05.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
BANGALORE****9th May, 2019****PRESENT : JUSTICE SMT. RATHNAKALA, Presiding Officer****I. D. No. 09/2015**

<u>I Party</u>	<u>II Party</u>
Sh. G. Kodandan, S/o N. Govinda Swamy, R/at Vancapcamp, Ambedkar, 30 th Ward Tngabhadra Dam – 583225, Hosper Taluk, Bellary District	1. Sh. P. Manjunath, Unit Chief M/s. Tungabhadra Steel Product Ltd., Tungabhadra Dam 2. Deputy Manager (HR & IR), M/s Tungabhadra Steel Product Ltd., Tungabhadra Dam – 583 225. 3. Retd. Senior Officer (HR & IR), M/s. Tungabhadra Steel Product Ltd., T.S.P Colony, Tungabhadra Dam – 583 225. 4. The Secretary, The T.S.P SC/ST Employees Welfare Association, Tungabhadra Dam, Hospet Taluk, Bellary District – 583 225

Appearances :

Advocate for I Party : Mr. P. Suresh
Advocate for II Party No. 1 to 3 : Mr. Basavaraj V Sabarad

AWARD

1. The case of the Petitioner / 1st Party workman is, he was working as Pump Operator in the Respondent No. 1, 2, and 3's company at Tungabhadra dam. The 2nd Party requested Tungabhadra Steel Products Limited (TSPL) SC/ST Employees Welfare Association for providing man power, 10 members were provided by the Association. The Association used to receive the salary amount from the 2nd Party and disburse the same to its workman. The 1st Party workman was appointed as Pump Operator by the Association on 20.05.2005. He has worked upto 31.12.2012. They have also paid bonus to the Association upto 20.05.2005. He has worked throughout continuously without a break. All of a sudden the Association terminated him on the instruction of the 2nd Party No. 1, 2, and 3 without notice or without any compensation. The 2nd Party No. 1, 2, and 3 as the Principal Employer and the Association/ 2nd party No. 4 had not obtained any registration under CL(R & A) Act. Hence, the prayer for reinstatement with full back wages.

2. The 2nd Party No. 4 though filed its counter statement, soft peddling with claim allegation has not contested the claim thereafter. The case of the 2nd Party No. 1 to 3 is, he is not their employee, no contract employee was appointed by the company at any point of time. The 2nd Party M/s TSPL being a public sector undertaking controlled by Union Government of India and Joint undertakings of Government of Karnataka and the then Andhra Pradesh are controlled by the Provisions of the Contract Labour (Regulation and Abolition) Act 1970. It has no Independent Authority to engage / appoint contract labour. The 2nd party No. 4 was looking after the house keeping work as per the work order issued in their favour with the prior approval and as per the guidelines of Ministry of Heavy Industry. As per the orders of the Cabinet Committee of Economics affair (CCEA) meeting was held on 22.12.2015 chaired by Prime Minister of India.

Union of India has taken the decision to close the company by offering attractive VRS. Accordingly VRS was opened in the company on 11.01.2016 and all 72 employees have availed VRS and Company has been closed w.e.f 09.03.2016.

3. The 4th Respondent in its objection statement has fully endorsed the facts stated by the 1st Party workman in the claim statement. However, has further stated that, it is only a man power supplier and the claim of the 1st Party workman against the 2nd Party No. 4 is not proper.

4. On the pleadings of the parties following issues are framed:—

- i) Whether the termination of the 1st Party workman by the 2nd Party Management w.e.f 01.01.2013 is not justified?
- ii) Whether the 2nd Party Management has to be directed to restore the 1st Party to his original post with full back wages, continuity of service and all other consequential benefits?
- iii) To what relief the 1st Party workman is entitled to get?

5. 1st Party examined himself as WW-1 and documents Ex W-1 to Ex W-8 are marked. For the Management the Chairman and Managing Director M/s. Tungabhadra Steel Products Limited is examined as MW-1, documents Ex M-1 to Ex M-7 are marked. Written arguments are submitted by both. For sake of convenience all the issues are taken together for discussion.

6. The 1st Party filed is affidavit evidence reiterating his claim statement averments. Among other things he has produced a certificate (Ex W-4) issued by the 2nd Party No. 4 stating that 1st Party is working as Pump Operator from May 2005 till date under the association. Ex W-5 is the ESI card endorsed by the Accounts Officer of TSPL. During his cross examination it emerged that termination order is not issued by TSPL and there is no documentary proof about the existence of the Post of Pump Operator so also about the 2nd Party No. 4 providing Man Power to TSPL. He admits except requesting the Association in the year 1994 to clean the NA Colony for a term of 11 months no other letter was given by TSPL to the 2nd Party Association.

7. MW-1 is the Chairman and Managing Director of TSPL. She has reiterated the averments made by 2nd Party 1 to 3 in her counter statement, she has further stated that Joint Secretary, Ministry of Labour and Employment, Government of India passed order on 09.02.2017 for closure of M/s TSP Limited in exercise of the powers conferred under clause (2) of Section 25-O of the Act. All 72 employees of TSPL settled dues with the company and are relieved under Voluntary Retirement Scheme (VRS). The 1st Party was never employed or worked with TSPL; there was no post of Pump Operator. They had not engaged any contract employee for the purpose of house keeping. TSPL being a Central Public Sector Undertaking controlled by Union of India with share holding of Government of Karnataka and Andhra Pradesh is bound by the provision of the Contract Labour (Regulation & Abolition) Act, 1970 and not involved in engaging contract labours. The TSPL SC/ST Employees Welfare Association, T.B Dam Hospet through its Secretary was looking after the cleaning work of NA type colony as per the work order issued in their favour on their request. The Association did not form co-operative society as required. They were employing only 6 to 8 persons for cleaning of the colony. The funds for meeting the liabilities of TSPL and payment to the employees while relieving them under VRS is provided by Government of India. The Company was in loss since 2002 and had no funds to meet its liability. The Claimant/1st Party and the 2nd Party No. 4 in collusion have filed this petition. The 1st Party since not employed by TSPL in any capacity there is no question of terminating him by the Company. The above affidavit averments are supported by the photo copies of the closure orders of the Government of India, statement of VRS settlement of the employees. They have also produced Ex M-7 the copy of the Office order dated 26.09.1994 issued to 2nd Party No. 4. Except putting the case of the 1st Party by way of suggestion nothing beneficial came during the cross examination of MW-1, for the case of the 1st Party, all the suggestions were out rightly denied by MW-1.

8. The underlining question of the present case is regarding the identity of the 1st Party as the employee of the contractor/Respondent No. 4 under the principal employer TSPL. Not even a filament of documentary proof is produced on behalf of the 1st Party to show that he has received wages for working with the TSPL; his case is also to the effect that he worked for the 2nd Party No.4 in the premises of the TSPL, he has produced the photo copy of the Muster Roll maintained by the 2nd Party No.4, a cheque issued in his favour by the Association and his ESI Card, he has produced Ex W-5 by imposing his ESI card on the seal of Accounts Officer of TSPL. Such tailor made Photostat copy have no credential value. The 2nd Party No.4 Association which TSPL alleges to be hand in glove with the 1st Party has stated that TSPL alone is responsible to pay the compensation claimed by the 1st Party. Ex M-7 is the agreement entered into by the TSPL and 2nd Party No.4 Association dated 26.09.1994 it is clearly stated in this document that “The Public Sector Enterprises should be directed to dispense with the practice of assigning Safai Work on contract. This work could be organised on co-operative lines with the promise that members of workers co-operatives are extended the full benefits of these entitlements which are due to other employees”. That establishes the link between the 1st Party workman to the 2nd Party No. 4 Association and in turn 2nd Party Association to TSPL. It is also stated that the term of contract was only for 11 months. W.e.f 01.10.1994, the Association should have formed a Co-operative Society and the work should have been executed through the Society. It is stated by MW-1 the Association did not form the Co-operative Society as agreed. The Company is now closed and all its employees are relieved under VRS.

9. There is not even a scintilla of evidence to presume that the 1st Party was appointed by the TSPL and rendered continuous service with them as contemplated by section 25-B of the Act. When there is no appointment there is no

question of termination also. The application lacks merits. Accordingly all the issues are answered negatively against the 1st Party.

AWARD

The petition is dismissed.

(Dictated, transcribed, corrected and signed by me on 09th May, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 897.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अधीक्षण पुरातत्वविद, भारतीय पुरातत्व सर्वेक्षण, बेंगलोर, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 71/1990) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[सं. एल-42012/52/1990-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 897.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 .the Central Government hereby publishes the award (Ref. No. 71/1990) of the Central Government Industrial Tribunal cum Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The Superintending Archeologist, Archaeological Survey of India, Bengaluru, Bangalore, & Others, and their workmen which were received by the Central Government on 16.05.2019.

[No. L-42012/52/1990-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, BANGALORE

6th May, 2019

PRESENT : JUSTICE SMT. RATHNAKALA, Presiding Officer

C. R. No. 71/1990

<u>I Party</u>	<u>II Party</u>
Sh. U. Nagendrappa, C/o A. Venkatesha, Behind Church, 7 th Ward, Hampi National Project, KAMALPURA.	1. The Superintending Archeologist, Archaeological Survey of India, Bengaluru. 2. Deputy Superintending Archeologist, Archaeological Survey of India, Hampi, Mini Circle, HAMPI.

Appearances :

I Party : Shri D R VishwanathBhat
Advocate

II Party : **Sh. Sathish B**
Advocate

1. The Government of India, Ministry of Labour vide order No. L-42012/52/90-IR(DU) dated 21/30.11.1990 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as "The Act") (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

"Whether the action of the Archaeological Survey of India, Bangalore Circle, Bangalore in terminating the services of Shri U. Nagendrappa, Ex-Site Supervisor is justified? If not, to what relief the workman is entitled to?"

2. The claim of the 1st Party workman is that he was appointed as Site Supervisor w.e.f. 10.01.1986; his name was found in the Muster Roll; he was illegally terminated on 31.03.1989 without any valid reason; his termination without following the mandatory procedure under law amounts to illegal retrenchment.

3. The Counter case of the 2nd party is that the applicant was working as Casual labourer on daily wages. As per the eligibility criteria for confirmation of temporary status as per DOPT OM dated 10.09.1993; he has not worked continuously for 240 days. He was part of the casual labourers engaged to assist in Hampi National Project from 1984-1989 when the project was in existence. He was not appointed on regular basis against any sanctioned post, but as a daily wager for seasonal work. Consequent upon winding up of the Hampi National Project, he has raised this dispute.

4. It is the further statement of the 2nd Party that this Tribunal had disposed off the reference by awarding reinstatement of casual labourers with continuity of service but without backwages in the present case and connected cases. The department filed Writ Petitions challenging the Awards passed in the present case and connected cases by this Tribunal. The Hon'ble High Court of Karnataka vide order dated 29.11.2007 allowed the said Writ Petition No. 41447/2001 along with connected cases 41445/2001 & 41446/2001 filed by the 2nd Party, thereby setting aside the awards dated 13.06.2001 and remanded the matter for fresh consideration. It was also ordered that until termination of the proceedings before the Tribunal, the services of the engaged labourers shall not be disturbed. Accordingly, the casual labourers were re-engaged from 2004 onwards and were continuously working till final decision of this tribunal. In the meanwhile, the 2nd Party sent proposals to the DG, ASI, New Delhi for conferment of Temporary Status to the eligible casual labourers. The

1st Party Union had filed interrogatory before the tribunal regarding the status of the follow up action on the proposal of grant of temporary status. Consequent, upon the interrogatory filed by the 1st Union the 2nd Party apprised the Director General, Archaeological Survey of India, New Delhi of the development and accordingly the Competent Authority had communicated approval for grant of temporary status to the Casual labourers vide letter No. F.18-25/2011 – ADM.II dated 08.09.2011, the approval was communicated to the casual labourers who are eligible for the same, as per DOPT guidelines with prospective effect.

5. It is further stated for the 2nd Party that it was decided to grant temporary status to 100 Casual Labourers as per the list prepared and was sent to DG. Subsequently, the union filed a memo to withdraw the dispute (CR 70/1990) raised in the reference. In accordance with the memo, the Award was passed on 21.11.2011. The applicant herein raised objection that he was not given the benefits of Temporary status. But Temporary status was given to those casual labourers who were eligible as per DOPT guidelines. The monuments of Hampi is included under world Heritage list and comes under the jurisdiction of ASI. Excavation was taken up to excavate the remains of the historic Monuments that existed during the Vijayanagar Empire. To assist in the excavation and other allied works, labourers were engaged on casual basis. It was time bound project of ASI and work was seasonal in nature. Hence, the casual labourers were not continuously engaged. Thereafter, other labour unions also made submission in respect of other casual labourers. A committee was formed to cross check the muster roll pertaining to Kamalapur and to verify the eligibility of casual labourers. After verifying the muster rolls by the committee 35 labourers were found eligible. Accordingly, action is taken in respect of those additional casual labourers. The applicant herein did not fulfill the qualification as mentioned in DOPT 10.09.1993, there is no violation of 25 (F) of the ID Act. ASI is not an industry and the casual labour engaged by ASI is not a workman as defined under the provisions of ID Act. The claim made by the workmen is not maintainable.

6. After remand from the Hon'ble High Court, though 1st Party workman participated in the trial by filing rejoinder statement to the additional counter statement and cross-examined the management witnesses, he did not adduce further evidence. At the stage of arguments he did not respond to the notice of hearing served on him.

7. Initially the 2nd party had lead evidence through its Administrative Officer who had reiterated the stand of the 2nd Party. He had categorically stated that the 1st party is not a workman under the 2nd party from the past 20 years as alleged. Even during the period of his engagement he had not at all worked for 240 days. The witness was fully cross-examined. It was brought out during his cross-examination, that Hampi has visitors throughout the year and they charge for admission tickets to the visitors. They also get funds from UNESCO to maintain the monuments. From 1989 they have maintained seniority list of the casual labourers who have completed 240 days. Among other things he has produced settlements arrived between the 2nd Party and ASI Daily Wagers Employees union. Under the Settlement (Ex M-5) the parties agreed to provide work to the members of the ASI Daily Wagers Employees Union subject to availability of

funds, approved estimates, quality of work and without prejudice to the pending dispute in the Hon'ble High Court of Karnataka, Bangalore. Ex M-6 is the notification pertaining to recruitment of group D employees.

8. The 1st Party on the previous occasion among other things had adduced evidence and produced a service certificate issued in his favour allegedly issued by Deputy Superintendent of Archeologist stating that he has worked since 1986 to September 1988. Now the parties are not at all quarrel about nature of excavation project at Hampi as Industry to identity of labourers who worked there as 'workmen under the provision of the Act'. The union which espoused his cause has found him not eligible for temporary status. The Service Certificate produced by him is not proof of his 'continuous service as contemplated by Section 25B of the Act.

9. Basically the work rendered by him was in respect of a time bound program that was executed between 1986 to 1989. That being so denial of work on winding up of the program does not amount to illegal retrenchment. It was for the 1st Party to establish before this tribunal that he is discriminated from similarly placed employees who were accorded temporary status. In the absence of any evidence to the contrary to the evidence adduced by 2nd Party after remand from Hon'ble High Court it is inevitable to answer the referred issue in the negative. Hence,

AWARD

The reference is Rejected. The 1st Party workman Sh. Nagendrappa is not entitled for any relief.

(Dictated to U D C, transcribed by him, corrected and signed by me on 6th May 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 898.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स जनरल सचिव, कर्नाटक कॉफी क्योर एंड जनरल, वर्क्स यूनियन, चिक्कमगलुर बेंगलोर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलोर के पंचाट (संदर्भ संख्या 06/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.04.2019 को प्राप्त हुए थे।

[स. एल-42011/95/2013-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 898.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 06/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Secretary, Karnataka Coffee Curing & General Works Union, CHICKMAGALUR Bangalore, & Others, and their workmen which were received by the Central Government on 15.04.2019.

[No. L-42011/95/2013-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated the 3rd April, 2019

PRESENT : **JUSTICE SMT. RATHNAKALA**, Presiding Officer
C. R. No. 06/2014

I Party

The General Secretary,
Karnataka Coffee Curing & General
Works Union
Tamil Colony,
CHICKMANGALUR - 577101

II Party

The General Manager (P),
KIOCL Ltd.
Kudremukh
CHICKMANGALUR - 577142

Advocate for I Party : Mr. Muralidhar

Advocate for II Party : Mr. K. Subha Ananthi

AWARD

The Central Government vide Order No. L- 42011/95/2013- (IR(DU)) dated 18.03.2014 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of KIOCL Ltd. Kudremukh over the matter of termination of Shri Hiriyantha from services is legal and justified? If not, what relief the workman is entitled to?”

1. The claim set forth by the 1st Party union is, that the concerned workman Hiriyantha along with others was employed in the canteen established for the benefit of the workmen of the 2nd Party in Crusher and Concentrator department. He is the member of the 1st Party union. The canteen workers are employed by the 2nd Party and supervised directly by the Officers of the 2nd Party. Hiriyantha and his colleagues claimed regularisation in view of the fact that, they were working in the statutory canteen for a long time. 2nd Party did not heed; 1st Party raised dispute before the Central Labour Authority regarding their regularization. The dispute since could not be settled, the matter came to this Tribunal for adjudication. The case was registered as CR 45/2009. While the matter is still pending, the workers involved in the reference were terminated w.e.f 31.10.2010. Aggrieved by the termination of services present dispute is raised. In the previous case Hiriyantha was arraigned by the 2nd Party as a labour contractor and other workmen therein were alleged to be his workers. But Hiriyantha and others were working under the direct supervision of the 2nd Party Officials. Their wages were paid by the 2nd Party, even if there is labour contract it is sham and bogus. The workmen have worked continuously in statutory canteen for number of years. Their work was perennial in nature. They are terminated without complying with the mandatory provision of section 25-F of 'the Act'. Thus, the termination is illegal, therefore prayer to restore the workmen in the 2nd Party canteen with continuity of service and full back wages.

2. The 2nd Party countered the claim in its statement in the following lines :—

The dispute is raised on behalf of the contract labour employed in the canteen; at the relevant time only 17 contract labourers were engaged by H.S. Hiriyantha he was only supervising their work; he was given contract order. As on the date of reference i.e., on 18.3.2003 the strength of the regular employees was 156. In respect of contract labourers, the 2nd Party has registration under the Contract Labour (Regulation and Abolition) Act. The contractors also hold licences under section 7 and 12 of the said Act. Hence, there is no prohibition to engage contract labour and no Industrial Dispute could be raised by the 1st Party. The contract is genuine; the contractor supervises the work of contract labourers engaged by him and is responsible to pay their wages. The 1st Party union is not recognised union of the 2nd Party they cannot espouse the cause of any labour working at Kudremukh, off late H.S. Hiriyantha is not running the canteen business in the 2nd Party establishment. At present canteen facility is not provided to the employees working at Kudremukh at the relevant point of time he had engaged only 17 workers.

3. It is further stated that mining activities is discontinued w.e.f 01.01.2016 as per the orders of the Apex Court. Closure is in process, no worker is appointed by the 2nd Party to run the canteen. The contract was awarded based on the Tender process; the contract was extended as and when services were required. The company was extending certain facilities to run the canteen as per the terms of the contract for the welfare of employees. The contract ended on 31.07.2010 and the contract workers have left. The 2nd Party directed Hiriyantha to hand over the properties belonging to the company and close the canteen. The 2nd Party has not committed any illegality. The canteen was run and maintained by the contractor, 2nd Party ensures payment of minimum wages as notified by the Authority time to time, and recoveries under workman compensation Act etc., by the contractor. As per the relevant acts and rules the question of termination of Hiriyantha does not arise since the contract expired on 31.07.2010, the workers have left the contractor w.e.f 31.07.2010 there is no master-servant relationship between the contract workers and the Management Company. The workers have not performed any works that are performed by regular employees of the company. The Hon'ble Supreme Court has directed the company to discontinue the mining activities w.e.f from 01.01.2006. As per the above direction Ministry of Mines has designated the officer who has already taken position of mines, very few employees are maintaining the assets of the company. Hence, the claim cannot be sustained.

4. Both parties opted not to lead evidence, however have made oral submission. From the rival statements it emerges that the canteen where the 1st Party workmen was allegedly working is closed, Company workers have migrated, the mining operations have come to a standstill, on the direction of the Apex Court. Consequently there is no need for a canteen any more. The burden of proving employer- employee relationship and also to demonstrate that he is a workman under section (5) of the Act is on the 1st Party who asserts the fact. That is the basic principle of Evidence Act. When the

2nd Party asserted that, the 1st Party under license contract was running the contract, it was for the 1st Party to demonstrate before this Tribunal. The circumstances giving rise to the Dispute. But voluntarily he has backed off. He cannot seek absorption/regularization in the principal employer's establishment, if as per the terms of contract his tenure in canteen came to an end, and same cannot be termed as termination. The schedule to the order of reference, is moulded with a presupposition that Shri. Hirianna is terminated from service. Actually he is not terminated from service. The claim statement lacks precision, the language employed impresses a reader that claim is made on behalf of number of workmen. But reference order is in respect of H.S. Hirianna only. He is not entitled for any relief at the hands of the Tribunal in the given circumstance.

AWARD

The reference is rejected.

(Dictated, corrected and signed by me on 03rd April, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 899.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंधक, ट्रिग डिटेक्टिव प्राइवेट लिमिटेड, शिमला (हिमाचल प्रदेश) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या 105/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 16/05/2019 को प्राप्त हुए थे।

[स. एल -42012/204/2014-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 899.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/2014) of the Central Government Industrial Tribunal-cum-Labour Court Chandigarh as shown in the Annexure, in the Industrial dispute between the employers in relation to the The Manager, Trig Detective Private Limited, Shimla (Himachal Pradesh) & Others, and their workmen which were received by the Central Government on 16/05/2019.

[No. L-42012/204/2014-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No.105/2014

Registered on:-02.03.2015

Sh. Ramesh Chand
S/o Late Sh. Sher Singh,
R/o Village Outmber,
P.O. Bagwara, Tehsil Tauni Devi,
Shimla (H.P.).

... Workman

Versus

1. The Office Manager, Trig Detective Private Limited, Zonal Office, The Retreat Phagli, Shimla (Himachal Pradesh)-171004.

2. The Vice President, Trig Detective Private Ltd., Corporate Office at 97, J.P. Road, Andheri (West) Mumbai-400058.
3. The Secretary-cum-Principal, Institute of Hotel Management, Catering & Nutrition, Kufri, Shimla(H.P.)-171012.

... Respondents

AWARD

Passed on: 23.04.2019

Central Government vide Notification No. L-42012/204/2014-IR(DU) Dated 29.01.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Trig Detective Pvt. Ltd., Kufri in terminating the services w.e.f. 09.12.2013 of Sh. Ramesh Chand S/o Late Sh. Sher Singh engaged through Institute of Hotel Management, Catering & Nutrition, Kufri, Shimla is valid just and legal? If not to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as a Warden for Boys Hostel at Kufri Shimla(H.P.) w.e.f. 21.07.2011. His services were terminated on 09.12.2013 without giving any charge-sheet or show cause notice as well as without giving any compensation. It is also alleged that he has completed more than 240 days in each calendar year. It is also alleged that juniors to the workman were retained in service which is in violation of Section 25-G of the I.D. Act 1947 and his services were terminated in violation of Section 25-G and 25-H of the I.D. Act 1947. It is also alleged that he was drawing Rs.9500/- at the time of his termination. As per claim, his services were terminated without any reason by the oral order of the management of Trig Detectives Private Limited, Kufri, SHimla(H.P.) on 09.12.2013. The termination from services is illegal, void and bad in law and he is entitled to reinstatement with full back wages.

2. Respondent no.1 and 2 i.e. Trig Detective Private Limited, have filed his written statement, alleging therein that workman has not approached this Hon'ble Court with clean hands and has concealed the material facts as his service was never terminated by the respondents. The claimant/petitioner himself has resigned from the service on 09.12.2013 along with other workmen while posted with respondent no.3 at Kufri. The contract between respondent i.e. Institute of Hotel Management, Kufri, has expired and the answering respondent no longer requires the services of Warden at IHM, Kufri. The copy of his resignation is tendered by the workman is attached as Annexure R-1/1. Hence, workman has tendered his resignation voluntarily on 09.12.2013 so there is no requirement of serving one month notice to him. There is no violation of Section 25-G of the Industrial Disputes Act, 1947. Due to resignation of the workman, answering respondents have to make immediate arrangement of another warden for smooth functioning of the other respondent-management. It is admitted that workman was drawing salary of Rs.9500/- at the time of his resignation. It is alleged that in view of the above mentioned facts and circumstances and especially resignation of the workman, the claim petition filed by the workman is liable to be dismissed with cost.

3. Respondent no.3 i.e. Institute of Hotel Management, Catering & Nutrition, Kufri, Shimla(H.P.), has filed its separate written statement, making averments that claim petition is not maintainable against it as there was no relationship of employer and employee with the workman. It is also alleged that in case the Hon'ble Court comes to the conclusion that petitioner is entitled to any benefit in that eventuality, the claim of the petitioner pertains to respondent no.1 and 2. It is further alleged that respondent is a educational institution and is not fall within the definition of 'Industry'. In fact, claimant/petitioner was engaged by respondent no.1 and 2 and not by the answering respondent. The services of claimant/workman was never terminated by the replying respondent as there was no such contract with the workman therefore, the statement of claim may kindly be rejected against the answering respondent.

4. In support of his claim workman Ramesh Chand has examined himself and filed his affidavit Ex.WW1/A, whereas respondent no.1 and 2 i.e. Trig Detective Private Ltd. did not appear in proceeding after filing written statement hence order for ex parte proceeding was passed against them vide order dated 05.03.2019 and respondent no.3 i.e. Institute of Hotel Management has examined Sh. Sant Ram Verma who filed his affidavit in evidence Ex.MW1.

5. I have heard Sh. R.K. Parmar, AR of workman and Sh. Pushpinder Verma, AR of respondent no.3 and have gone through the records carefully.

6. There is no dispute about preposition of law that onus to prove that claimant was in the employment of respondent no.3 i.e. Institute of Hotel Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of his employment with the management. Such evidence may be in the form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he has worked with the employer for 240 days or more in a calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh(2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda(2012) SCC 47.

7. There is hardly any dispute with the proposition of law as propounded in the aforesaid case. However, the factual scenario in the present case is bit different inasmuch as the respondent no.1 and 2 in its written statement has clearly admitted the factum of employment of the claimant inasmuch as it has been stated that the workman himself resigned from service on 09.12.2013 along with other employees while posted with respondent no.3, Institute of Hotel Management, Kufri. The respondent no.1 and 2 has attached with his written statement Annexure R-1/1 which is a letter, addressed to the Principal, Institute of Hotel Management with the averments in form of grievances regarding non-payment of PF, less salary and overtime etc. copy of which has been addressed to the Chief Secretary, Chief Minister, P.F. Commissioner, Labour Commissioner. To my mind, contents mentioned in the application could not be treated as resignation letter sent by the workman and his other colleagues. Respondent no.3 Institute of Hotel Management has examined Sant Ram Verma, Administrative Officer, who has accepted during the cross-examination that management has an agreement with Trig Detective Private Limited and workman had performed since 21.07.2011 to 06.12.2013 in his institute through Trig Detective Private Limited. This witness has also accepted that there was no complaint in writing against the workman throughout his tenure. This witness has also accepted that payment was made to the Trig Detective Private Limited by Institute of Hotel Management for the workmen who were posted in his establishment as per requirement.

8. Workman Ramesh Chand has also accepted in his cross-examination that he was appointed by Trig Detective Private Limited and his attendance was telephonically marked by Trig Detective Private Limited. Though, this witness has alleged that his salary was paid by Institute of Hotel Management and accordingly leave was also sanctioned by the Principal of management. But there is nothing on record to prove that he was paid by the Institute of Hotel Management directly instead of through Trig Detective Private Limited, the respondents no.1 and 2 have not specifically denied that workman was employed by it and worked with Institute of Hotel Management on his behalf. Nothing is brought on record on behalf of Trig Detective Private Limited in the form of evidence as case proceeded ex parte against them due to its non-participating in proceedings. Thus, this fact is proved beyond doubt that workman was appointed as a Principal/Warden in Institute of Hotel Management through Trig Detective Private Limited vide its letter dated 21.07.2011 Ex.WW1/2. It is accepted by the Trig Detective Private Limited that workman was neither given any notice nor any compensation in its written statement.

9. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011, Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under:-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/contract of service, the quantum of wages/pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(S) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(S) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duty paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. In these circumstances, it stands proved that there existed relationship of employer-employee between the claimant/petitioner and respondent no.1 and 2.

10. Equally settled is the position of law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act. It is specific case of the workman/claimant that he rendered his services as Warden for Boys Hostel at Kufri Shimla(H.P.) w.e.f. 21.07.2011 to 09.12.2013 when he was terminated from service without any reason, only by the oral order of Trig Detective Private Limited, Kufri. When his services were illegally terminated. In fact, he had completed more than 240 days of service in each calendar year but despite that no notice or compensation in lieu of notice period was given to him prior to termination of his services by the management of Trig Detective Private Limited. The affidavit filed by the workman/claimant is in line with the averments made in the claim petition. Due to non-participation of the management of respondent no.1 and 2 i.e. Trig Detective Private Limited, workman was not cross-examined on this point and his evidence stands rebutted. I may mention that management of Trig Detective Private Limited has not adduced any evidence whatsoever to rebut the case of the workman or to substantiate its stand that the workman/claimant was not engaged by him or he had not worked for 240 days in each calendar year prior to termination of his services on 09.12.2013. The Institute of Hotel Management has proved the appointment of workman by Trig Detective Private Limited vide letter dated 21.07.2011 Ex.WW2/2 and agreement entered between respondent no.1, 2 and 3 along with voucher of payment to the Trig Detective Private Limited regarding the services rendered by the different workmen provided by M/s Trig Detective Private Limited. Thus, evidence on record produced by the workman as well as Institute of Hotel Management, it is proved that workman was not only appointed by the Trig Detective Private Limited but his salary was also paid by the Trig Detective Private Limited and it has actually control over the workman.

11. Now the vital question arises for consideration is whether termination of the claimant from his services by the management w.e.f. 09.12.2013 in accordance with law or in violation of the provisions of Section 25-F of the Act. According to the testimony of the workman/claimant the work of Warden on which he was working was of permanent nature and that his services were terminated by the management in violation of Section 25-F, 25-G and 25-H of the Act. After termination he had also approached the management for reinstatement number of times as work was available with the management but all in vain. It is neither the case of the management that any notice or compensation in lieu of notice period was given to the claimant prior to termination of his services w.e.r. 09.12.2013 nor any such evidence has been adduced on record by the management. It is reiterated that the management did not examine any witness to rebut the case of the claimant/workman. In these circumstances, this Tribunal has no hesitation to hold that the services of the claimant were terminated by the management w.e.f. 09.12.2013 in violation of the provisions of Section 25-F of the Act.

12. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the management to be illegal and void under the law. Since there is no evidence on record that any valid notice was issued by the management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, as such action of the management in terminating the services of the workman is held to be illegal and void.

13. Now the residual question is whether the claimant/workman is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that workman was continuously in the employment of the management from 21.07.2011 to 09.12.2013 in the job of Warden, which was of regular and perennial nature. There is no show cause notice or memo issued to the workman by respondent no.1 and 2. The workman/claimant has pleaded that he was unemployed from the date of his termination which is also proved by his Ex.WW1/A. But he has mentioned his age in his affidavit as 60 years meaning thereby has reached at the age of superannuation in any way. Furthermore, the service of workman was of contractual nature which has come to an end as per averments made in written statement by the respondent no.1 and 2. There is nothing on record to prove that contract between respondent no.1, 2 and 3 are still in existence, so question of re-employment to my mind is beyond plausible conclusion.

14. Now the question is whether the workman is entitled for reinstatement of service with back wages. Admittedly, the workman was not holding any regular post nor any procedure was followed by the management at the time of his engagement as a Warden. The workman has stated that juniors were retained in service in his place as is evident from the letter dated 06.12.2013 which is attached with the affidavit of workman itself. But it is also a fact that management has been engaged him as Warden in this manner, and workman has put more than two and half years of service.

15. The Hon'ble Apex Court in case "Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under:—

- “(i) In case of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- (ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the workman wads gainfully employed and was getting wages equal to the wages he wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

16. Hon'ble Apex Court in the case of General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716 observed as under:—

“There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e.

from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.”

17. The Hon'ble Apex Court while considering the violation of Section 25-F of the Act in *Incharge Officer & Anr. V. Shankar Shetty*, (2010) 9 SCC 126; 2010 LLR 1137 and after referred to the various decisions, this Court held that the relief by way of back wages is not automatic and compensation instead of reinstatement has been held to meet the ends of justice and it reads as under:—

“2. Should an order of reinstatement automatically follow in a case where the engagement of a daily wager has been brought to end in violation of Section 25F of the Industrial Disputes Act, 1947 (for short “the ID Act”)? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In *Jagbir Singh V. Haryana State Agriculture Mktg. Board*, (2009) 15 SCC 327, delivering the judgment of this Court, one of the us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, *U.P. State Brassware Corpn. Ltd. V. Uday Narain Pandey*, (2006) 1 SCC 479; *Uttaranchal Forest Development Corpn. V. M.C. Joshi*, (2007) 9 SCC 353; *State of M.P. v. Lalit Kumar Verma*, (2007) 1 SCC 575; *M.P. Admn. V. Tribhuban*, (2007) 9 SCC 748; *Sita Ram v. Moti Lal Nehru Farmers Training Institute*, (2008) 5 SCC 75; *Jaipur Development Authority v. Ramsahai*, (2006) 11 SCC 684; *GDA v. Ashok Kumar*, (2008) 4 SCC 261 and *Mahboob Deepak v. Nagar Panchayat, Gajraula*, (2008) 1 SCC 575 and stated as follows: (*Jagbir Singh case* (2009) 11 SCC 327, SCC pp. 330 & 335, paras 7 & 14)

“7. It is true that the earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back-wages would ordinarily follow. However, in recent past, there has been a shift in the legal position and in a long line of cases, this Court has consistently taken the view that relief by way of reinstatement with back-wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice.

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25F although may be set aside but an award of reinstatement should not, however, be automatically passed.”

18. Yet, in another latest judgment i.e. *District Development Officer Vs. Kanti Lal* 2018 LLR 225 while considering the question of reinstatement along with back wages of a daily wager, who have put two and a half years of service, the Hon'ble Apex Court granted a lump sum compensation of Rs. 2.50 lac in lieu of reinstatement. The workman herein was not holding a regular post of Warden and he was simply engaged as Warden without any advertisement and due process of selection. Moreover, management no.1 and 2 i.e. Trig Detective Private Ltd. has already employed some other workmen in his place as is evidence from the letter dated 06.12.2013 which is attached with the affidavit of workman itself. The workman has put more than two and a half years of service, it would be in the interest of justice and fair play if compensation of Rs.1,50,000/- (One Lakh Fifty thousand) be awarded as lump sum compensation to the workman. Accordingly, the reference is answered by holding that action of respondent no.1 and 2 in terminating the service of workman Ramesh Chand is invalid, unjust and illegal and an amount of Rs.1,50,000/- (One Lakh Fifty thousand) is ordered to be paid as lump sum compensation to the said workman by the respondent no.1 and 2 and in case, this amount is not paid within one month from the date of publication of the award, the workman shall be entitled to the said amount with 6% interest from the date of making of the reference till realisation. Let copy of the award be sent to the Central Government for publication of the Award as required under Section 17(2) of the Act.

A.K. SINGH, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 900.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सीनियर अधीक्षक (डाकघर), रायपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 81/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/05/19 को प्राप्त हुए थे।

[सं. एल -40012/36/2007-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 900.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 81/2007) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Sr. Superintendent (Post Office), Raipur & Others, and their workmen which were received by the Central Government on 14/05/19.

[No. L-40012/36/2007-IR (DU)]

V. K. THAKUR, Section Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/81/2007

Shri Jai Karan Yadav,
Near Janki Kunj Vidya Mandir,
Gopiya Para, Danteshwari Chowk,
Purani Basti, Raipur (CG)

... Workman

Versus

1. Sr. Superintendent (Post Office), Raipur

2. Sr. Post Master, Raipur

... Management

AWARD

Passed on this 12th day of April 2019

1. As per letter dated 10-8-2007 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No. L-40012/36/2007-IR(DU). The dispute under reference relates to:—

“Whether the action of the management of Sr. Superintendent (Post Office) and Senior Post Master, Raipur in terminating the services of their workman Shri Jai Karan Yadav w.e.f. 14-7-04 is legal and justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties in all the cases. Both parties filed their statement of claim and written statement of defense. According to statement of claim of the workmen, he was engaged in 8-5-98 as substitute labor by the employer. He was permitted to work continuously on temporary basis, was initially paid wages @ Rs.158/- per day which was the pay of regular Group “D” staff but his pay was reduced by the employers from May 2004. He agitated against this. Annoyed with the protest, the employers terminated his services without giving any showcause notice or opportunity from 14-7-04. The workman had been continuously serving the department since 1994 till their date of disengagement which is 17-7-04. Thus, acquired status of permanent employment as mentioned under Section 25-B of ID Act. His disengagement is in violation of Section 25-F of ID Act because he had completed 240 days in engagement of employers in the year preceding the date of his disengagement. It was also alleged that his disengagement is further violative of Section 25-G of ID Act. Accordingly, his disengagement is against law, arbitrary, unjust and unreasonable which is liable to be set-aside.
3. Employers filed written statement of defense. It has been pleaded by employers that the workman was engaged on daily basis subject to emergency and availability of work and need of service. When there was work, he was allowed to work for that day and was paid wages at the end of that day's work. Also, it was pleaded that the workman never rendered continuous service of 240 days in any given year hence provisions of Section 25-F of ID Act are not attracted in their cases therefore they are not entitled to any compensation. The employers further submitted that the disengagement of the workman on 14-7-04 was factually and legally correct because the workman was never issued any appointment order w.r.t. any regular post and/ or regular basis nor terminated from any post of management hence the question of illegal termination did not arise. The employers specifically denied that the workman was earlier being paid @ Rs.158/- per day which was reduced to Rs.79/- per day and pleaded that if at all the workman had rendered in service for the management, they were engaged on daily basis subject to availability of work and need of service and were paid the wages at the end of the day or next day. If at all the work was available on the next day, it was provided to the workman otherwise they were told about non-availability of work. The workman could not have been said to have acquired status of permanent employee as per Section 25 B of ID Act and since he is not entitled to benefit of Section 25-F because he was engaged and

was paid on daily basis subject to availability of work. There was no question of violation of Section 25-F or 25-G of ID Act. Also it was pleaded that the workman did not render continuous service of 240 days in the year preceding the date of disengagement. Accordingly, it was prayed that the reference be decided against the workman.

4. No rejoinder was filed by the workman. Photocopy regarding election duty and copy of attendance register filed by workman and are proved and Marked Exhibit W-1 & W-2 respectively. Workmen examined himself. One other witness Shri D.N.Verma an employee of the department was also examined by workman as witness of workman.
5. Employers examined on oath witness Shri P.N. Lahare and Shri Y.R. Sinha. Witness Shri P.K. Lahare was not produced for cross examination.
6. I have heard argument of Advocate Vijay Tripathi for the workman and Shri S.K. Mishra for the employers and have perused the record.
7. Perusal of record in the light of rival argument reveals that following points for determination arise in the case in hand:—
 - (1) Whether the action of the management of Sr. Superintendent(Post Office) and Senior Post Master, Raipur in terminating the services of their workman Shri Jai Karan Yadav w.e.f. 14-7-04 is legal and justified?
 - (2) If not, to what relief, the workmen are entitled to?"
8. Point for Determination No. 1—

Before entering into evidence, it is necessary to refer Section 2(oo), 2(s), 25(b), 25(f) and 25(g) of I.D.Act, 1947 which is as under:-

“**Section 2(oo)**—“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include- (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

3[(bb) termination of the service of the workman as a result of the on-renewal of the contract of employment between the employer and

the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or] (c) termination of the service of a workman on the ground of continued ill-health;

Section 2(S)—

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or (ii) who is employed in the police service or as an officer or other employee of a prison, or (iii) who is employed mainly in a managerial or administrative capacity, or

The Industrial Disputes Act, 1947 (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

Section 25-B—

Definition of continuous service.—For the purposes of this Chapter,—(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—(i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

Explanation.—For the purpose of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which—(i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment; (ii) he has been on leave with full wages, earned in the previous year; (iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.

Section 25 (G)—

Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—
(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

9. It is the case of the workman that he was disengaged on 14-7-04 whereas the documents regarding his engagement filed and proved by the workman himself which is Exhibit W-1 (12 pages) shows that he was engaged on 14-7-04 and regularly working till 30-11-2004. Though the workman has stated on oath that he was disengaged on 14-7-04 but the documents filed and proved by him falsifies his this statement. Hence, firstly it is held that the case of workman that he was disengaged by the employers on 14-7-04 is not proved at the first phase rather from the evidence on record as mentioned above in form of proved certificates regarding payment and work, maintained by employers/ department goes to show that he was in engagement atleast till November 2004, may be beyond this date also.

10. Since the fact that workman was disengaged on the date as mentioned in the reference was not proved, any finding regarding his continuous engagement of 240 days of his engagement will be of no help to the workman.

Point for Determination No.1 is answered accordingly.

11. Point for determination No. 2—

On the basis of findings on Point No.1, workman is held not entitled to any relief.

12. In the result, award is passed as under:—

(1) From the evidence, it is not proved that workman Shri Jai Karan Yadav was terminated w.e.f. 14-7-04 by the Sr. Superintendent (Post Office) and Senior Post Master, Raipur.

(2) Workman Shri Jai Karan Yadav is not entitled to any relief.

13. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 901.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मुख्य महाप्रबंधक, दूरसंचार, भोपाल और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 108/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 14/05/19 को प्राप्त हुए थे।

[सं.एल-40012/57/ 2001-आईआर-(डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 901.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/2017) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chief General Manager, Telecommunication, Bhopal & others, and their workmen which were received by the Central Government on 14/05/19.

[No. L-40012/57/2001-IR (DU)]

V. K. THAKUR, Section Officer

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/108/2001

PRESIDING OFFICER: SHRI R.B.PATLE

Shri Suresh Chandra Jatav,
S/o Shri Mangla Ram Jatav,
Village and Post Tantra,
Tehsil Sabalgarh,
Distt. Morena (MP)

...Workman

Versus

Chief General Manager,
Deptt. of Telcommunication,
Hoshangabad Road,
MP Circle,
Bhopal (MP)

...Management

AWARD

Passed on this 25th day of April 2019

1. As per letter dated 29-5-2001 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-40012/57/2001-IR(DU). The dispute under reference relates to:

“ Whether the action of the management of Chief General Manager, Telecom Divisional Engineer, Telegraphs, Gwalior in terminating the services of Shri Suresh Chandra Jatav S/o Shri Mangla Ram Jatav w.e.f. 1-5-88 is justified? If not to what relief the workman is entitled for?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim. The case of Ist party workman is that he was appointed as labor on estt. Of IInd party at Morena from 18-11-86. Said division was transferred to Bhind on 30-4-88. The workman was continuously working till that time. His name was called from Employment Exchange. The office of IInd party is in possession of the relevant record. Identity Card was issued to him. He had completed service for more than 240 days. His services were terminated without notice, without payment of retrenchment compensation or one months pay in lieu of notice in violation of provisions of I.D.Act. workman further submits that his services were transferred to contractor from

1-5-88. He claims that he was illegally retrenched. He had filed writ petition in Hon'ble High Court, Gwalior Bench. The dispute was referred as per the order passed by Hon'ble Court. Workman prays for his reinstatement with consequential benefits.

3. IInd party filed Written Statement. Case of IInd party is that Ist party workman was engaged as casual labor as per the need. He was not appointed against any post. That the workman had not completed 240 days service. Notice for termination of service was not necessary. There was no question of paying retrenchment compensation. Workman is not entitled to protection of I.D.Act. On such grounds, IInd party prays for rejection of the relief prayed by workman.
4. It is pertinent to mention here that the case was first decided exparte and an exparte award was passed on 25-7-13 by my learned predecessor holding the termination of services of the workman w.e.f. 1-5-88 legally and workman not entitled to any relief but this award was set aside on an application of workman passed in concerned miscellaneous case No. M/5/13. Workman was cross examined by learned counsel for management. documents Exhibit W-1 & W-2 proved by workman. Management examined its witness Amod Singh Yadav on oath who was cross examined by workman. At stage of argument, written argument was filed by learned counsel for workman after giving its copy to learned counsel for employers. This written argument is part of record. Learned counsel for employers did not file any written argument. He did not even submitted oral argument inspite of the knowledge that written argument have been filed from the workman side after giving him a copy.
5. After having perused the record in the light of rival argument, following points come up for determination in the case-

(1) Whether the termination of services of workman Shri SureshchandraJatav S/o Shri Mangla Ram Jatav w.e.f. 1-5-88 by employers is justified in law?

(2) Whether the workman is entitled to any relief?

6. Point for Determination No.1-

According to the pleadings of parties on this point, case of workman is that he was first appointed as labor on 18-11-86 in Sub Division Morena of the employer department and worked till May 1987. Thereafter he was transferred to Bhind Sub Division. He worked till 30-4-88 hence he has worked as labor with the employer department continuously for the period between 18-11-86 to 30-4-88. He was illegally terminated from service on 1-5-88 without giving him any notice of compensation. Case of employers is that workman was not appointed against any vacancy, his appointment was not under rules. he was engaged as daily basis as a casual labor/ daily wage. The employers also denied the allegation of workman that he was in regular and continuous engagement/ service for 240 days in the year preceding the date of his termination/ disengagement. Also, it was pleaded that the workman is not workman as defined under Section 2(s) of ID Act and is not entitled to any relief. Exhibit W-1 which is copy of receipt regarding payment of Rs.7279, admitted by employers is of 25-1-93 which is not relevant to the present case. Workman has filed and proved another document, copy of I card Exhibit W-2 which shows the months and the number of days he worked in the month. This document is Exhibit W-2. It is also relevant to mention here that the workman had filed an application for summoning documents regarding his muster roll and payments as well as attendance for which the employers took the stand that they are not available with the department as they have been weeded as per rules.

7. In his statement on oath, the workman has reiterated his claim as alleged and mentioned earlier and has stated that he was in continuous service of the employers since 18-11-86 till 30-4-88 hence had completed 240 days of continuous service in the year preceding the date of his termination. He has proved his identity card which as mentioned of the months and days he worked in those months. He has further given the details of working days in which he was present on duty since November 1986 to April 1988, according to which in the year preceding the date of his termination i.e. from 1-5-87 to 30-4-88 he worked as follows-

Period	No. of days
May 1987	23
August 1987	31
September 1987	30
October 1987	31
November 1987	30
December 1987	31
January 1988	31
February 1988	28
March 1988	25
April 1988	30

Regarding I card Exhibit W-2, which he has proved as secondary evidence, he has stated that this was issued to him by the department. He was given appointment in a job camp. He was engaged in trench digging, erecting

poles and laying cable and was paid his wages on monthly basis. He was paid by SDO himself. He further stated that no notice or compensation was given to him before his disengagement. He admitted that he worked as daily wagger with the department.

8. On the other side, Shri Amod Singh Yadav, SDO(Adm) appearing on behalf of employers has rejected the claim of workman and stated that the job of laying cables, digging trenches and pits or erection of poles was taken through contractors and contractors were paid for this. the contractors used to engage labor for this. workman was not engaged by a department at any point of time. In his cross-examination, the witness admits that during the period in question, he was not posted in the Division where the workman was working. He also admitted that there is no record of the contractor who was engaged for the job and also that he doesnot know whether Suresh Chandra Rajak and Ashok Vasi who were engaged after the present workman were regularized or not but he admits that no notice or compensation was given to the workman.
9. Now the picture arises from the comparative study of evidence in form of documents and statement that it is admitted that no notice or compensation was given to the workman before his disengagement except the serf serving statement of management witness that the jobs were taken by contractor, there is no other evidence to corroborate this fact. Atleast, the management could examine the contractor on oath to corroborate their stand on this point. On the other hand, the details of month and working days mentioned in Exhibit W-2 I Card proved by the workman establish that the workman was in continuous engagement of the employers admittedly as casual labor/ daily wagger for a period between 18-11-86 to 30-4-88. This fact is corroborated by oral statement of the workman. **Hence, the facts that firstly the workman was in continuous engagement/ service of employers for a period of 240 days in the year preceding his date of termination and secondly that no notice or compensation was given by the employers to the workman before his disengagement are held proved.**
10. Now in the light of proved facts mentioned under Section 25-F & G of ID Act is also relevant which are being reproduced as under:-

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

Section 2(S) of the Act defines workman and Section 2(j) which defined industry also required to be mentioned here which are as under:-

Section 2(S)-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or (ii) who is employed in the police service or as an officer or other employee of a prison, or (iii) who is employed mainly in a managerial or administrative capacity, or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

Section 2(j)

7(J) "INDUSTRY" MEANS ANY BUSINESS, TRADE, UNDERTAKING, MANUFACTURE OR CALLING OF EMPLOYERS AND INCLUDES ANY CALLING, SERVICE, EMPLOYMENT, HANDICRAFT, OR INDUSTRIAL OCCUPATION OR AVOCATION OF WORKMEN;

Further more Section 2(oo) also reads as under:-

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include- (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the on-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health;

11. From the perusal of above statutory provisions, it is established that workman in present case is a workman as defined under Section 2(s) of the Act hence is entitled to protection of Section 25-F & G, since it has been held proved that statutory compliances regarding retrenchment notice and compensation were not complied with in the case at hand, the termination of services of workman in the present case from 1-5-88 is held against provisions of Section 25-F of ID Act.
12. As regards the contention of workman that his disengagement was in violation of Section 25-G & H of the ID Act because junior employees Suresh Rajak and Ashok Vasi were regularized and he was left. The workman has state this fact in his pleadings in his statement of claim in para-4 of the claim. This allegation has not been specifically denied by the employers in their statement of defence. In his statement on oath also he has stated that Shri Suresh Chandra Rajak and Ashok Vasi who were engaged on the same post in 1987 were regularized and working in District Shivpuri. Management's witness has not rebutted this statement of workman in his statement rather he has pleaded his ignorance on this facts. For the sake of convenience Section 25-G & H are being reproduced as under:-

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen.- Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons.

It will be safe to conclude that in the present case, provisions of Section 25-G & H of the ID have also not been followed. Hence in the light of above discussion, the disengagement of the workman from 1-5-88 is held illegal.

13. Point for Determination No.2- In the light of findings recorded on Point No.1 as above, the question arises whether workman is entitled to any relief. It is the case of management that the claim of workman suffer with delay and latches. It will be proper to mention herethat the Act doesnot provide any period of limitation for raising any dispute under ID Act. The settled position of law on this point is that the claim should not be raised on the unreasonable delay and if there is delay, there must be sufficient ground behind it.
14. In the case in hand, the case of workman is that after he was terminated, he first approached Hon'ble High Court Gwalior bench on 26-10-88 which was transferred to CAT and was registered as OA 325/93, final order was passed by the Tribunal on 29-9-99 in which his petition was held not maintainable before the Tribunal as the dispute could have been raised before CGIT hence thereafter he raised the dispute with appropriate Government from where reference was sent to this Court. This facts are unrebutted hence it will be lawful to hold that the workman has successfully explained the delay on his part in raising the present dispute.
15. Another question which comes for consideration as to whom the disengagement/ termination of the workman has been held unjustified, which relief he is entitled to the dispute is of 1988. More than 30 years have passed. Accordingly the workman would have reached age of superannuation hence reinstatement will not be a proper relief in the case in hand and purpose of law will be served in awarding adequate compensation. I am supported in my view by principle of law laid down in cases Deepali Gundu Surwase versus Kranti Junior Adhyapad Mahavidyalaya 2013(10)SCC-324 & Tapash Kumar Paul versus BSNL 2014(4)SCR 875 & decision of another case Writ Petition 20564/2015 by single bench of Hon'ble MP High Court on 19-8-2016 photocopy filed with written argument by learned counsel for workman is also referred in support.

16. Learned counsel for workman has further referred to Case BSNL Versus Bhurumal- SLP No. 14572/2012 wherein lumpsum compensation of Rs.2 Lakhs was awarded to the workman who had worked merely for 240 days but the workman in the referred case had worked for longer period, compensation of Rs. 3 Lakhs was awarded. The Apex Court has referred to its decision BSNL versus Mansingh 2012(2)SCC-558 on this point in para-26 of the judgment.
17. Workman in the present case is proved to be in continuous engagement for a period about 2 years hence keeping the facts peculiar to the case in hand, I am of the view that payment of lumpsum compensation of Rs. 2 Lakhs will meet the ends of justice in the present case. Point No.2 is answered accordingly.
18. In the result, award is passed as under:-
 - (1) **The action of the management of Chief General Manager, Telecom Divisional Engineer, Telegraphs, Gwalior in terminating the services of Shri Suresh Chandra Jatav S/o Shri Mangla Ram Jatav w.e.f. 1-5-88 is not legal and justified.**
 - (2) **Management is directed to pay compensation Rs. 2 Lakh to the workman.**

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली , 16 मई, 2019

का. आ. 902.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रबंध निदेशक, भारतीय औषधि निगम लिमिटेड, अल्मोडा उत्तराखण्ड और अन्य एवं उनके कर्मचारी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 2, नई दिल्ली के पंचाट (संदर्भ संख्या 77/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 18/04/2019 को प्राप्त हुआ था।

[सं. एल-42011/118/2011-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 902.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/2017) of the Central Government Industrial Tribunal cum Labour Court-2 New Delhi, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, Indian Medicine Pharmaceutical Corporation Ltd., Almora, Uttarakhand & others, and their workmen which were received by the Central Government on 18/04/2019.

[No. L-42011/118/2011-IR DU]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No.1: ROOM No.511, DWARKA COURT COMPLEX, SECTOR 10, DWARKA, DELHI – 110 075

ID No.77/2017

Shri Imran-e-Mazhar Khan, S/o Shri Mazharuddin Khan,
Nai Basti, Gular Ghutti,
Adjacent to Dr.Haseen Clinic, Ram Nagar,
Distt. Nainital,
Uttarakhand 244 175

...Workman

Versus

The Managing Director,
Indian Medicine Pharmaceutical Corporation Ltd.,
Mohan Distt. Almora,
Uttarakhand – 244715

...Management

AWARD

Reference under Clause (d) of Sub Section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 was received from the appropriate Government vide letter No.L-42011/118/2011-IR(DU) dated 20.01.2012 for adjudication of an industrial dispute, terms of which is as under:

“Whether the action of Managing Director, Indian Medicine Pharmaceutical Corporation Ltd.. . Mohan (via Ramnagar, Distt. Almora, Uttarakhand vide letter No.IMPCL/ESTT/2009-10/7329-31 dated 26.03.2011 in terminating the service of the workman Shri Imran-e-Mazar Khan is legal, fair & justified? If not, then what relief is the workman entitled to ?”

2. Claim statement was filed on behalf of Shri Imran-E-Mazhar Khan (in short the workman) averring therein that he is under the temporary employment with Indian Medicines Pharmaceutical Corporation Ltd. (in short the management) on an adhoc basis for a fixed period of one year from 04.09.2006 to 03.09.2007 on consolidated salary. The claimant was interviewed and his educational qualification certificate was duly verified by the management. The claimant was under the direct control and supervision of the management. After completion of one year, his tenure of employment was further extended for a further period of one year, i.e. from 04.09.2007 to 03.09.2008, then from 05.09.2008 to 04.03.2009. The claimant was terminated on 03.03.2009. Thereafter, he was offered temporary appointment under the same terms and conditions, each time for a period three months and the last appointment was till 12.06.2011. The claimant applied for the post of Packing Supervisor on 15.03.2011, which infuriated the management and terminated the services of the claimant on 26.03.2011, though the tenure of his employment was upto 12.06.2011. A new supervisor has been appointed in his place. No show cause notice was issued nor any enquiry conducted before his termination is illegal, which is in total violation of the provisions of the Act. then for six months Finally, it has been prayed that the management may be directed to reinstate him in service with full back wages and continuity of service.

3. Claim was demurred by management taking various preliminary objections inter alia of the claim being devoid of merits, misuse of due process of law, claim being false & frivolous, commission of serious misconduct, claim being time-barred, suppression of facts, misappropriation of funds etc.. On merits, the management has specifically denied all the material averments contained in the statement of claim. It is also averred that no enquiry was conducted against the claimant as he was a temporary employee and it was also the claimant had admitted to misappropriation of funds. Finally it has been prayed that the claim petition may be rejected.

4. Based on the pleadings of the parties, vide order dated 19.07.2018, this Tribunal framed the following issues:

- (i) Whether reference is not legally maintainable in view of the various preliminary objections?
- (ii) In terms of reference

5. Thereafter, case was listed for evidence of the claimant. But despite affording of various opportunities, neither the claimant nor any authorized representative put in appearance. Thus, it is apparent that the claimant is no more interested in pursuing his case on merits. Under such circumstances, this Tribunal is left with no other alternative but to pass a ‘No claim’ award. However, it is made clear that there is no adjudication of the case on merits, as such, the claimant is still at liberty to agitate his cause in accordance with law. An award is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A.C. DOGRA, Presiding Officer

नई दिल्ली , 16 मई, 2019

का. आ. 903.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महानिदेशक (निर्माण), सीपीडब्ल्यूडी, निर्माण भवन, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1, नई दिल्ली के पंचाट (संदर्भ संख्या 55/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18/04/2019 को प्राप्त हुआ था ।

[सं. एल-42012/138/2014-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 903.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2015) of the Central Government Industrial Tribunal cum Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director General (Works), CPWD, Nirman Bhawan, New Delhi & others, and their workmen which were received by the Central Government on 18/04/2019.

[No. L-42012/138/2014-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT No.1, DWARKA COURTS
COMPLEX : NEW DELHI.**

ID No. 55/2015

Shri Anand Kumar Gautam

s/o. late Shri Ram Kishan and

Shri Mani Lal Shah s/. late Shri Kishan Lal Shah

As represented by

CPWD Mazdoor Union,

Room No.95, Barracks No.1/10,

Jam Nagar House,

New Delhi.

...Workmen

Versus

Director General (Works),

CPWD, Nirman Bhawan,

New Delhi 110001.

...Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide its letter No. L-42012/138/ 2014-IR(DU) dated 19.01.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether Shri Anand Kumar Gautam s/o. late Ram Kisen and Shri Mani Lal Shah s/o. late Kishen Lal are entitled to receive salary/wages on the principle of equal pay for equal work with effect from 8th December, 1995 and 14th April, 1996. Direction was given by the Hon’ble Court, Delhi to CPWD to retain the workers, even if contractor changed how far was the new contractor justified in removing both the workers from service and how far is CPWD responsible. Are the workers entitled to regularization ? If so, with effect from which date ?

2. Both parties were put to notice and the claimant/workman filed statement of claim. As per the averments made therein, the claimants Anand Kumar and Mani Lal Shah were deployed through M/s Kiran Elevator Service w.e.f. 8th December, 1995 and 14th April, 1996 respectively, Both of them were working as Lift Operators under the Management of CPWD and were posted at Lady Harding Medical College and Smt.SSK Hospital, New Delhi. It is pleaded that the claimants filed C.W. No.2637/98 titled CPWD Karamchari Union and others Vs. UOI and others for abolition of contract system which was disposed of by Hon’ble High Court with the direction that the workmen should be allowed to continue even if the contractor changes till the decision under Section 10 of Contract Labour (Regulation & Abolition) Act, is received. It is also pleaded that Hon’ble High Court had also issued directions dated 20/5/2000 as under :-

“Such contract labours who are still working shall be paid their wages regularly as per the provisions of Section 21 of the Act and in these cases where the contractor fails to make payment of wages, it shall be the responsibility of the CPWD as principal employer to make the payment of the wages.”

It has also been pleaded that the workmen/claimants had raised a dispute vide ID No.63/2003 for regularization of their services which was decided by Shri R.N.Rai, Presiding Officer, CGIT-II, New Delhi vide Award dated 21/2/007 in favour of the workmen/claimants. However, the Management filed writ petition No.6799/2007 and obtained stay order dated 13/11/2008 against operation of the aforesaid Award. Though the writ petition is pending disposal before Hon'ble High Court, but the Management terminated the services of the claimants w.e.f. 1/10/2008, without serving one month notice or notice pay and compensation as required under Section 25 of the Act. It has further been pleaded that the workmen were paid even less than minimum wages fixed for skilled workmen. Even the contract labourers, on the principle of equal pay for equal work, are entitled to the same salary and wages which are being paid to regular and daily wage employee of the principal employer directly recruited under the establishment of CPWD. As such, the claimants are entitled to receive salary/wages w.e.f. 8th December, 1995 and 14th April, 1996 till the date of their termination. Claimants/workmen have prayed for issuing direction to the Management for payment of Equal pay for equal work to the claimants w.e.f. 8/12/1995 and 14/4/1996 respectively and for reinstatement of their services w.e.f. 1/10/2008 as the matter regarding regularization of the services of the workman is pending before the Hon'ble High Court.

3- The claim petition has been resisted by the Management who filed written statement and took preliminary objections that the claim petition is bad for non joinder of parties as M/s Kiran Elevator and M/s Amit Elevator are necessary party for proper and fair adjudication of the case; that there is no relationship of employer-employee between the parties. While denying the averments of the claimants, it is stated that the claimants are not the employees of CPWD. The workmen were initially working with M/s Kiran Elevator but later the work was awarded to M/s Amit Elevator and as per directions of Hon'ble High Court, M/s Amit Elevator was instructed to deploy the claimants. As per terms and conditions of contract, M/s Amit Elevator asked both the claimants/workmen to fill up the form of EPF and ESIC but they refused to do so and as such, they were removed by M/s Amit Elevator on 4/12/2008. Prayer has been made for dismissal of the claim petition.

4- The claimants/workmen filed rejoinder and denied all the allegations made by the Management and reiterated their own case as set up in the claim petition.

5- On the pleadings of the parties, following issues were framed on 11/1/2016 :-

- 1) Whether the reference is not legally maintainable in view of the preliminary objections?
- 2) As in terms of reference.

6- The Claimants in support of their case examined themselves as W.W.1 and WW2 and tendered their respective affidavits Ex.WW1/A & Ex.WW2/A respectively and relied on the documents Ex.WW1/1 to WW1/4. On the other hand, the Management in order to rebut the case of the claimants, examined Shri A.K. Chadha, Executive Engineer (E) who tendered his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/7.

7- I have heard Shri B.K. Prasad, A/R for the claimants and Shri Atul Bhardwaj, A/R for the Management and have gone through the records carefully. My findings on above issues are as follows.

Issue No. 1 and 2 :-

8) Both these issues are being taken up together for the purpose of discussion and they can be conveniently disposed of.

9) Testimony of the workmen who appeared in the witness box as WW1 and WW2 is in line with the averments made in the claim petition. It is manifest from the evidence adduced on record that the claimants Anand Kumar and Mani Lal Shah were deployed through M/s Kiran Elevator Service w.e.f. 8th December, 1995 and 14th April, 1996 respectively, Both of them were working as Lift Operators under the Management of CPWD and were posted at Lady Harding Medical College and Smt.SSK Hospital, New Delhi. It is undisputed fact that the claimants had filed a Civil Writ petition bearing. No.2637/98 titled CPWD Karamchari Union and others Vs. UOI and others for abolition of contract system and in relation to contract labour workers who were engaged by different contractors of Central Public Works Department and who were working in the Electrical Division of CPWD, Hon'ble High Court of Delhi had given following directions to the respondents viz. UOI and CPWD vide order dated 20/5/2000, (copy now exhibited as Ex.C-1) with the following directions :

1. The services of these contract workers shall not be substituted with other contract workers i.e. if the respondent require to employ contract workers in the jobs assigned to these contract workers, then they will not replace the present contract workers with fresh contract workers.
2. In case of contract with a particular contractor who has engaged these petitioners/contract workers comes to an end, the said contract may be renewed and if that is not possible and the contract is given to some other contractor,

endeavour should be made to continue these contract workers with the new contractor. It would be without prejudice to the respective stand of the parties before the “appropriate government” and their continuation would depend upon the decision taken by the Govt to abolish or not to abolish the contract labour system.

3. These directions shall not apply in those cases where the particular contract of maintenance etc. given by other establishment to the CPWD earlier has ceased to operate with the result that CPWD is not having the work/contract any longer. In those cases it would be open to the CPWD to disengage such contract workers as not required any longer in the absence of work/job/particular activity with the CPWD.

4. If the decision is taken to abolish the contract labour in particular job/work/process in any of the office/establishments of CPWD (as per the terms of reference contained in Resolution dated 30th March, 2000), as per the judgement of the Supreme Court in Air India Statutory Corporation (supra), such contract workers would be entitled to be absorbed with CPWD and would be entitled to claim the benefits in terms of aforesaid judgement. In case the decision of the “appropriate Government” is not to abolish contract labour system in any of the works/job/ process in any offices/establishments of CPWD, the effect of that would be that contract labour system is permissible and in that eventuality CPWD shall have the right to deal with these contract workers in any manner it deems fit.

5. Such contract labours who are still working shall be paid their wages regularly as per the provisions of Section 21 of the Act and in those cases where the contractor fails to make payment of wages, it shall be the responsibility of the CPWD –the principal employer to make the payment of wages.

6. The exercise undertaken by the “appropriate Government” u/section 10 of the Act starting with the formation of a Committee by Resolution dated 30th March, 2000 should be completed as expeditiously as possible and in any case within a period of six months from today.”

10. Perusal of the record shows that the claimants/workmen herein had raised a dispute regarding regularization/absorption of their services and the said dispute ID No.63/2003 was disposed of by Shri R.N. Rai, Presiding Officer, CGIT-II, New Delhi vide Award dated 21/2/2007 (copy of which is now marked as Ex.C-2) wherein it has been held that “:-

“In view of the above discussion, it becomes quite obvious that the contractors workmen in the instant case have been retained all along and contractors have been changed. So, the contractor is only a label of a bottle. This label is changed from time to time but the contents of the bottle always remain the same. The contractors have been changed and the workmen have been retained. Such a system is inhuman. The contractors are the direct employees of the respondent/Management.

From the foregoing, it becomes quite obvious that these two workmen have been working regularly and even without artificial breaks since 1995-967. The contract is camouflage. **There is direct relation of master and servant between the respondent and the workmen.”**

In the result, while noting that these workmen worked for more than 11 years and their services have not been regularized, so the Respondent no.1 viz. CPWD was directed to regularize the workmen on the post of Lift Operators from the date of Award.

11- No doubt, the Management/Respondent has assailed the aforesaid Award dated 21/2/2017 before Hon’ble High Court in W.P. (Civil) No. 6799/2007, yet the fact remains that the findings of the CGIT-II in aforesaid Award to the effect that there is direct relation of master and servant between the respondent and the workmen, still subsists. MW1 A.K. Chadha has admitted that overall supervision of the work of lift operations is being looked after by the officials of their department/CPWD. As such, this Tribunal has no hesitation to hold that there existed relationship of employer-employee between the workmen/claimants herein and the Management/CPWD.

12- It is manifest from the evidence adduced on record that services of the workmen/claimants herein were terminated on 1st October, 2008 and this was done during the pendency of the proceedings/dispute before Hon’ble High Court regarding regularization/ non regularization of the workmen/claimants herein. MW1- A.K. Chadha –witness of the Management has admitted that no notice, notice pay, retrenchment compensation was given by the Management. It seems that the claimants/workmen herein were discharged/dismissed not in good faith but in the colourable exercise of the employer’s rights, and by way of victimization. To my mind, this amounts to unfair labour practices as provided under Section 2(ra) of the Act read with item No.5 of the Fifth Schedule. It is apparent that there is also violation/contravention of Section 33 (1)(b) of the Act, inasmuch as Section 33(1) clearly forbids the employer to alter the condition of service to the prejudice of the workmen concerned during pendency of industrial dispute/proceedings between the parties and undisputedly the dispute between the parties was pending before the Hon’ble High Court. It is worthwhile to mention here that provisions of Section 33 have been enacted for the protection of the workmen concerned in the dispute against victimization by an employer on account of his having raised an industrial dispute or his being a party to a pending industrial proceedings and to ensure that pending industrial disputes are brought to an

expeditious determination in a peaceful atmosphere. In Punjab Beverages Pvt. Ltd. Vs. Suresh Chand (1978) 2 LLJ 1,5(SC), Hon'ble the Apex Court had held that :-

"The purpose of the prohibitions contained in Section 33 of ID Act is twofold. On the one hand, they are designed to protect the workmen concerned during the course of industrial conciliation, arbitration and adjudication, against employer's harassment and victimization, on account of their having raised the industrial dispute or their continuing the "pending proceedings", on the other, they seek to maintain 'status quo' by prescribing management conduct which may give rise to fresh disputes which further exacerbate the already strained relations between the employer and the workmen".

13- As a sequel to the above discussion, it is held that action of the Management in terminating/removing the workmen from service was unjust, improper and illegal.

14- As regards terms of reference in question as well as claim petition o pertaining to regularization of the workmen/claimant herein, it will be suffice to say that for the same relief the matter is sub-judice before Hon'ble High Court and hence it will be improper for this Tribunal to give any findings in this respect. For the same reasons, at this stage I am afraid to deal with the issue regarding entitlement of the claimants/workmen to receive salary/wages, on the principle of equal pay for equal work, w.e.f. 8/12/1995 and 14/4/1996 respectively till 1/10/2008 - the date of their termination, more so when the claimants herein were engaged through contractors and were not engaged through recruitment/selection process and there is nothing on record to suggest that level/degree of responsibility and duties were the same as that of regularly recruited employees of CPWD.

15- Now the residual question is whether the claimants/workmen are entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimants were continuously serving with the Management since 1995-96. There is no notice, notice pay or compensation has been given to the claimant/workman by the Management prior to the termination of their services on 1/10/2008. Moreover, the job of the workmen as Lift Operator/s is considered to be of perennial and regular nature.

16- The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) **Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."**

16. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

17. It will not be out of place to mention here that the claimants/workmen have neither pleaded nor adduced any evidence to show that they were/are not gainfully employed anywhere, since the date of their termination. Having regard to the legal position as discussed above and the facts of this case, this Tribunal is of the firm view that the claimants/workmen herein are entitled for reinstatement into service on the same post with continuity of service. Award is passed accordingly.

Dated : 11.04.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 16 मई, 2019

का. आ. 904.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निदेशक, खरपतवार विज्ञान अनुसंधान निदेशालय, जबलपुर (मप्र) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 24/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.04.19 को प्राप्त हुआ था।

[सं. एल-42012/87/2011-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

S.O. 904.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2012) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, Directorate of Weed Science Research ICAR, Jabalpur (MP) & Others, and their workmen which were received by the Central Government on 22.04.19.

[No. L-42012/87/2011-IR (DU)]

V .K .THAKUR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/24/12

Ram Sushil Patel,

S/o Shri Sukh Lal Patel,

R/o Sanjay Nagar, Near Ramrati School,

Adhartal, Jabalpur.

...Workman

Versus

The Director,

Directorate of Weed Science Research ICAR,

Maharajpur, Adhartal,

Jabalpur

...Management

AWARD

Passed on this 7th day of March, 2019

1. As per letter dated 13-1-2012 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D. Act, 1947 as per Notification No.L-42012/87/2011-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Director, Directorate of Weed Science Research, ICAR, Jabalpur in terminating the service of Shri Ram Sushil Patel S/o Shri Sukhlal Patel w.e.f. 15-2-2011 is legal and justified? What relief, the workman is entitled to?”

2. Case No. RC/5/2011 was registered under Section 2A(2 & 3) of ID Act, subsequent to which reference was received from Ministry, as such vide order dated 2-3-12, Case No. RC/5/2011 was merged with this case i.e. Case No R/24/12. Since both the cases are identical, award is passed in R/24/12.

3. After registering the case on the basis of the reference, notices were sent to the parties. Workman alleged in his statement of claim that he was employed as contract worker in the year 2000 through contractor with the employer respondent firstly in the audit and account section, attending messengerial work relating to Bank transactions and other related works and continued in employment till 15-2-2011, when his services were terminated by oral order. he had

been in continuous service in each consecutive year of employment for a period more than 240 days. His work and conduct was appreciated by the Principal Employer, the respondent in the case in hand. According to the workman, the reason behind his retrenchment was he was discriminated in an interview advertised by the Principal Employer for the Group D post, held on 30-12-2009 and workers junior to him were selected in the interview against which he had made a representation. Further, it was alleged that after filing the petition against the discrimination, he was shifted for field duty before his retrenchment. He raised dispute with the appropriate Government. After failure of FOC, reference was sent to the Tribunal. Workman has prayed for quashing the retrenchment holding the retrenchment illegal and his reinstatement and regularization with backwages and interest.

4. Employer Respondent pleaded in their statement of defense that the workman was never in the employment or engagement of the employer respondent hence there was no question of his completing 240 days in the preceding year of his date of alleged retrenchment or at any point of time as stated by him because there was no relation of employer and employee between the parties at any point of time. It was further pleaded that the employer Respondent entered into an agreement dated 18-2-2005 with service provider contractor M/S R.B.Consultancy and Security Services for taking their service for the works detailed in the contract and the present workman was engaged through the service provider on daily basis as unskilled/ semiskilled labor. He was paid his wages through the service provider and when his work was found not satisfactory, the service provider was asked by the management not to deploy him with the respondents and accordingly, the service provider stopped his deployment with the respondents. The employee was paid by the service provider. Accordingly it was pleaded that the reference be answered in negative.

5. Workman filed his rejoinder wherein he reiterated his case as mentioned in his statement of claim.

6. At the stage of evidence, workman filed and proved Exhibit W-1 appreciation letter, said to be issued by an officer of the respondent also filed and proved two work agreements between the service provider and the respondent, principal employer.

7. Respondent employer examined on oath Mr.S.K.Giri, Administrative Officer as its witness and proved service agreement dated 8-2-2005 as Exhibit M-1.

8. I have heard argument of Mr. Balwant Raj on behalf of workman and Shri R.K.Soni from the side of respondent employer. Both the sides have filed memorandum of argument which are on record. I have gone through the written argument as well as record. After perusal of record, in the light of rival argument, following points arise for determination:-

- i. **Whether the workman was at all engaged by the present respondents?**
- ii. **Whether the workman had been in engagement of present respondent for a period of 240 days in the year preceding his alleged disengagement/ retrenchment?**
- iii. **Whether the workman is entitled to any relief?**

9. **Point Nos. 1 & 2-**

Since these two points for determination are linked with each other, they are being taken together.

10. Admitted is the fact between the parties that workman had worked at the work place of the respondents but the parties differ on the point as to whether he was engaged by the respondent employers or supplied by the service provider as pleaded by the respondents under the work contract between the respondent and the service provider. Details of the pleadings on this point have already been mentioned in the judgment earlier. The respondent employer has filed and proved the work agreement dated 18-2-2005. The work agreement dated 27-1-01 and 24-1-2011 have been filed and proved by the workman. This is an agreement between the respondent employer and service provider contractor. The paragraph-1 of the agreement mentioned in Exhibit M-1 which reads as follows:-

- i. **M/S R.B.Consultancy and Security Services Jabalpur the party shall carry out the work/ area basis "A" (i) to (vii), "B" (a) and (b), "C", "D" and "E" of the tender form at the above mentioned establishment on the terms and conditions herein set forth the agreement will be valid initially for a period of one year commencing from 18-2-2005 to 17-2-2006. The party/ other party will provide contract labors as per the following terms and conditions.**

Paras 5 & 6 of the said agreement are also relevant for this purpose which are being reproduced as follows:-

(vi) **The Agency shall submit their bills for the works done every month and the one part/ first party agrees to honor the same within 5 days from the date of receipt of the said bills or soon thereafter as may be possible.**

(vi) **It is further clarified that under no circumstances the staff members and/ or the workman/ employee of Agency shall be treated/ considered or considered or deemed to be the employees of the one part/ First party and the agency alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all employees deployed by the agency and shall indemnify and keep**

indemnified the one part/First party against any claim that they may have to meet towards the employees of the agency.

Same is the condition in the agreement Exhibit W-1 & W-2 proved by workman.

11. Perusal of these conditions makes it clear that it is agreed between the respondent and service provider that the bills regarding work done by the service provider shall be submitted by him and it shall be paid by the respondent employer and also that the staff engaged by the service provider under the agreement shall in no case be treated as workman/ employee of the present respondent. Exhibit W-2, the latest agreement between the respondent employer and service provider which was entered upon between them in the year preceding the alleged disengagement of workman mentions the services to be supplied by the service provider. This paper is Exhibit W-2. The workman had admitted that he was put on work through a service provider. He had stated that appointment letter was issued by him but in fact no such appointment letter was filed. He also admits that his wages were paid by the service provider/ contractor. On the other hand, the witness for the respondent has supported their case that in fact the workman was engaged by the service provider and was paid through the service provider and also that there was no employer employee relationship between the workman and the respondent. This nature of evidence as mentioned above leaves no doubt that there was no relation of employer and employee of any nature between workman and the respondent. Rather the workman was engaged by the service provider contractor who had supplied him to work with the respondent, under a contract between the respondent and the service provider.

12. Point No.-3-Learned counsel for workman has relied upon the case between **Bhavnagar Municipal Corporation and others versus Jadeja Govubha Chhanubha and another reported in (2015) 2-SCC-535 and Raj Kumar versus Director of Education and others reported in (2016) 6SCC-541**. These two cases can be distinguished on the fact from the case in hand. In the referred cases, it was proved that the workman was engaged by the respondent employers which is not in this case. Hence these two cases do not help the workman in the case in hand. Another judgment of CGIT Rajasthan is also referred but it is not relevant because this is also on facts peculiar to that case. Moreover that judgment is not binding on this Tribunal.

13. Learned counsel for respondent has referred to case **International Airport Authority of India versus International Air Cargo Workers Union and another reported in (2009) 13 SCC-374** wherein it was held that whether the labor contract is genuine or sham, it will be seen whether direction and control is with the principal employer or with the contractor which has to be determined with reference to factors like, who pays the salary, who has power to initiate disciplinary action, to remove/ dismiss from service, who can tell employee the way work should be done etc. and when the contract is merely to supply labor only though the contract labor is bound to work under supervision of principal employer, primary control still vests with the contractor and not with principal employer. The same is the case in hand.

14. **On the basis of above discussion, employer employee relation of any nature, be it fulltime or part time or daily/casual is held not proved between the parties. Accordingly, the allegation that the workman was disengaged/ retrenched by the respondent is also held not proved. Point No.1 and 2 are answered accordingly**

15. **Point No. 3-On the basis of above discussion, workman is held not entitled to any relief as claimed.**

16. In the result, award is passed as under:-

(1) The workman Shri Ram Sushil Patel S/o Shri Sukhlal Patel was not disengaged/ retrenched by the management of Director, Directorate of Weed Science Research, ICAR, Jabalpur w.e.f. 15-2-2011 as he was employed by Service Provider- the contractor and not by the management.

(2) Workman Shri Ram Sushil Patel is not entitled to any relief.

Dated:7-3-2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 मई, 2019

का. आ. 905.—सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालय को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है;

01; उप-क्षेत्रीय कार्यालय, कोल्लम

[सं. ई-11016/1/2017-रा.भा. नि.]

देवेन्द्र सिंह, आर्थिक सलाहकार

New Delhi, the 22nd May, 2019

S. O. 905.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976 (as amended, 1987) the Central Government hereby notifies the following office under the administrative Control of the Ministry of Labour & Employment, more than 80% Staff whereof have acquired working knowledge of Hindi:—

01. Sub-Regional office, Kollam

[No. E-11016/1/2017-RBN]

Devender Singh, Economic Adviser

नई दिल्ली, 22 मई, 2019

का. आ. 906.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आईआरसीटीसी लिमिटेड प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण न-॥ दिल्ली के पंचाट (संदर्भ संख्या 74/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.05.2019 को प्राप्त हुए थे।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी.एस. बिष्ट, अवर सचिव

New Delhi, the 22nd May, 2019

S.O. 906.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. II, as shown in the Annexure, in the Industrial dispute between the management of Indian Railway Catering & Tourism Corporation Ltd. and their workmen received by the Central Government on 22.05.19.

[No. L-12025/01/2019-IR (B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
NEW DELHI****Present:** Smt. Pranita Mohanty, Presiding Officer,

C.G.I.T.-Cum-Labour Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 74/2014**Date of Passing Award- 15th March, 2019.****Between:**

Shri Surjeet Shyamal,
S/o Shri Shivchandra Prasad Navin,
Flat No. 06, 1st Floor,
H. No. 135, Gali No. 2,
Khicharipur Village,
New Delhi- 110091.

... Workman

Versus

1. Indian Railway Catering & Tourism Corporation Ltd.
Through its Managing Director,
Corporate Office, B-148,
11th Floor, Statement House,
Barakhamba Road, New Delhi- 110001.
2. M/s. Shomuk Engineering Consultancy Services,
Through Its Managing Director,
G-1, Ground Floor, South Extension,
Part-II, New Delhi- 110049.

3. M/s. JMD Consultants,
310A, R-21, 22 & 23, Khanoja Complex,
Sakarpur, New Delhi-110092.

...Managements

Appearances:-

Shri Vishwanath,
(Advocate)

...For the Workman

Shri J.K. Singh
(Advocate)

...For the Management

AWARD

This is an application filed by the workman u/s 2-A of the ID Act 1947 (herein after referred to as The Act) claiming reinstatement into service with all back wages and other consequential benefits by the management No. 1, alternatively with management No. 2 or 3 as the case may be.

Statement of claim filed by the workman reveals that on 23.06.2006 he was appointed as a customer care executive by the management No. 1, a public sector enterprise under the Ministry of Railways, Government of India. The management No. 1 was incorporated into the service of Railway in the year 1999 to upgrade, professionalize, and manage the Catering and Hospitality Services, promote domestic and international tourism etc. In addition to this the management No. 1 also undertakes, many fold activities to facilitate their objectives like internet ticketing, tourism activities, managing enquiry, call centre, expansion on passenger ticketing etc. Advertisement was made in the website & notice board and pursuant thereto the workman had applied for the post. The management No. 1 constituted a screening committee for selection of candidates and as a part thereof, interview test and selection took place. After completing all administrative formalities appointment letter was issued to the workman but the same was routed through one M/s. Cheque Jour outsourcing solution Pvt. Ltd. which is a company dealing with supply of manpower only. All the interview and selection procedure of the candidates were directly conducted by the officers of the management No. 1 without the involvement of management Nos. 2 and 3. The workman was selected since he met all the requirements like educational qualification, experience and skill, as set out by the management No. 1. Proficiency in computer was one of the required qualifications. For each day of work, the attendance of the workman was also taken through biometric like other regular employees.

Though the workman was working since 23.06.2006, his service was shown as if employed through one M/s. Cheque Jour outsourcing w.e.f. 23.06.2010 and thereafter through M/s. Shomuk Engineering and consultancy w.e.f. 02.12.2011. It is the further stand of the workman that though the contractors were coming and going, the service of the workman was continuous, and uninterrupted. M/s. Cheque Jour had a contract for 2 years from 01.12.2008 to 31.12.2010 and the management No. 2 Shomuk Engineering took the place of a new contractor on 30.11.2011 for another period of 2 years. Though there was a gap of about 11 months between the end tenure of Cheque Jour Outsourcing, and start day of Shomuk Engineering, the workman and others continued to work for management No. 1 without interruption, as the work done by him was perennial and important in nature. In absence of the workman and the persons like him the network of the management No. 1 was likely to be paralyzed. Hence, the appointment by the so called contractors was a myth, and infact the workman was an employee by the principal employer i.e. the management No. 1.

The management was changing the contractor periodically without causing the disruption to the tenure of work of the workman who was mainly confined to internet ticketing and responsible for some critical task beneficial for the customers. His responsibility and job requirement was purely technical and operational in nature and he was never discharging the duty, managerial or supervisory in nature. For the excellence exhibited in his performance, he was rewarded with a posting in development team, with changed designation as Executive IT, a field covered by regular employees only. In this regard an appointment letter was issued to him by management No. 1 which goes to show that the management No. 1 had all the administrative and supervisory control over the workman. For the good work done, he was also issued a certificate of merit dated 27.09.2012 by the management No.1. The contracts between the management No. 1 in one hand and the contractors on the other hand was sham and camouflage designed only to deprive the workman from his legitimate due and claim of regularization. The management No. 1 was directly paying salary to the bank account of the workman and in appropriate cases the management No. 1 was also taking disciplinary action against the persons shown to have been engaged through the contractor. Thus, for all practical purposes, the management no. 1 has complete control over the workman so far as the assignment of work place of posting etc are concerned on 13.04.2011 was one showcause notice was directly issued to the workman by the IRCTC i.e. management No. 1 before his termination. The present workman and others were often demanding equal remuneration for equal work and in this regard demands were raised before several statutory authorities by way of representation. The management No. 1 being annoyed called the workman and asked him to resign

from the service, to which the workman denied. Then the management No. 1 verbally informed him about his transfer to customer care department and a transfer order dated 30.09.2013 was issued to him. On 16.10.2013 his service was terminated and a letter to that effect was issued to him on 17.10.2013 through the contractor management No.2.

It is the further stand of the workman that he was the employee of management No. 1 and before his termination no termination notice, notice pay or retrenchment compensation was paid to him. All the letters and representations submitted by him to management No. 1 remained unheard. Finding no other efficacious remedy the workman approached the Labour Commissioner. In that forum the management No. 1 contested and the conciliation proceeding failed. Though a reference was made by the government the workman filed a direct complaint invoking the jurisdiction of this tribunal u/s 2-A of the ID Act. The further grievance of the workman is that he is the only person whose service was terminated after change of the contractor i.e. the management No. 3. All his juniors are still working with management No. 1. He had completed 240 days of work in the preceding calendar year of the termination and entitled to regularization of service. Since the date of termination he is unemployed and has not arranged a gainful employment till date. Thus, he has prayed for reinstatement to service with back wages and consequential benefits in the office of the management No. 1 as his principal employer and alternatively with the management No. 3 the present contractor.

Being noticed the management No.1 and management No. 3 entered appearance and filed their written statements separately. Management No. 2 choose to remain absent and thus, set ex-parte.

The management No. 1 by filing the written statement raised objection that the provisions of Industrial Dispute act are not applicable to the management No. 1. The workman was never an employee of management No. 1 and all the claim advanced against management No. 1 are baseless. While quoting the law laid in the case of State of Karnataka vs. Uma devi the management No. 1 has pleaded that the workman a contractual employee of the contractor on account of his termination cannot claim reinstatement and absorption by management No. 1. It has strongly pleaded that there exist no employer employee relationship between the workman and management No. 1. He was an employee of the contractor who terminated his service for his non performance. Management No. 1 had no administrative or supervisory control over the workman. This workman had approached the Hon'ble High Court by filing WPC No. 263 of 2014 which was dismissed as withdrawn since the workman could not establish the employer employee relationship between management No. 1 and the workman. While denying the allegation that the contract between the management No. 1 and management Nos. 2 and 3 is sham and camouflage, the answering management prayed for dismissal of the claim of the workman leveled against him. It is also the stand of the management No. 1 that the workman had not completed 240 days of work in the preceding calendar year with the management No. 1 as such his claim for regularization is absurd.

The management No. 2 as indicated above has been proceeded ex-parte vide order dated 16.02.15.

The management No. 3 filed a written statement stating that the workman was never employed by him as the Customer Care Executive or Executive IT. While admitting about its contract with management No. 1 as the manpower service provider, this management No. 3 has stated that the name of the present workman has no where been reflected in its record as an employee after the agreement between the management No.1 and management No. 3 came into force. Thereby the management No. 3 has taken a stand of not terminating the service of the workman and also pleaded that management No. 3 is no way responsible for reinstating him giving all consequential benefits.

On this rival pleading following points emerged for consideration and adjudication.

1. If there exist any employer employee relationship between the workman and the management No.1.
2. If the workman was illegally terminated and thus entitled to reinstatement to service with all consequential benefits with management No. 1 .
3. If the management No. 3 is under any kind of obligation of reinstating the workman to service.

During the course of hearing the workman had filed an application invoking the provisions of section 11(3) of the ID Act seeking a direction to management No. 1 for production of documents. The management No. 1 could not produce the documents and thus liberty was granted to the workman for adducing secondary evidence.

The workman examined himself as WW1 and filed a series of documents which were marked as Exhibit WW1/1 to WW1/13. He also examined one Ravi kumar as WW2 who was also a co-employee of the workman. Who is still continuing in work as a customer care executive and conversant with the facts of the

case. These witnesses were not cross-examined neither by management No.1 nor management No.3 since both the managements' were set ex-parte by order dated 20.02.2017.

The documents filed and relied upon by the workman include the noting of IRCTC constituting screening committee for selection and appointment of candidates like the workman marked as WW1/2, WW1/1 is the appreciation letter issued to the workman by the management no. 1, WW1/7 and WW1/6 are the letters of directing termination and disciplinary action taken by management no. 1 against the outsourced employees, WW1/8 is the transfer order and WW1/9 are the cash award given to the outsourced employees by the management No.1 etc. On the basis of these documents the workman argued that for all the practical purposes the management No. 1 was the principal employer having administrative and supervisory control on the workman. Thereby the workman submitted that the procedure of section 25-F of the ID Act having not been complied by the management, the order of termination is illegal. It has also been argued that no rebuttal evidence has been adduced by the management to the claim of the workman that he had worked for 240 days or more in the preceding calendar year of his termination. This pleading of the workman since has been admitted by the management No. 1 he is entitled to reinstatement and consequential benefits. The workman also argued that sufficient evidence has been adduced by him to show that he was directly working under the management No. 1 and since the date of termination he has no where been gainfully employed.

The workman placed reliance in the case of **Ram Singh and Others vs. Union Territory Chandigarh and Others reported in (2004)1 SCC Page 126** to say that for determination of employer employee relationship the factors to be considered inter alia are (i) control (ii) integration (iii) power of appointment and dismissal (iv) liability to pay remuneration (v) Liability to organize the work (vi) nature of mutual obligations etc. He also placed reliance in the case of **ONGC vs. ONGC Contractual Workers Union reported in 2008 LLR Page 801** to say that in order to ascertain the status of the workman, the period of work rendered by him, when there was no contractor is also to be taken into consideration. By placing reliance in the above said judgment of the Hon'ble Supreme Court the workman has asserted to prove that he was the employee of the principal employer i.e. IRCTC. Reliance has also been placed by the workman in the case of **Hari Palace Ambala City vs. Labour Court, Rohtak decided in Civil Writ Petition No. 3521 of 77** by the Hon'ble High Court of Punjab and Haryana to say that ordinarily a workman whose service has been illegally terminated would be entitled to full back wages when he is found not gainfully employed. Reliance has also been place by the workman in the judgment of **Hon'ble High Court of Madhya Pradesh in the case of Munshi Singh vs. Nagar Panchayat Jaura reported in 2010 Labour and Industrial Cases 370** were in the Hon'ble High Court have held that when the termination was found to be illegal or abinitio-void, the workman is entitled to reinstatement to service.

FINDINGS

POINT No. 1

The workman has filed affidavit stating that he was initially appointed on 23.06.2006 and worked with the management No. 1 till the date of his termination i.e. 17.10.2013. His specific stand is that the management No. 1 a public sector undertaking and an extended arm of the Indian Railways had made notification for appointment and after completing all administrative formalities he was given appointment though the appointment letter was routed through one M/s Cheque Jour Outsourcing Solution the then contractor of management No. 1. Infact the appointment was made through the interview and selection test conducted directly by the officers of the management No.1. This oral statement of the workman has remained uncontroverted since the management in this proceeding has been proceeded ex-parte. Though this aspect was denied in the Written Statement by the management no. 1 the same will not outweigh the oral statement of the workman in absence of proof to that effect. On behalf of the workman the appointment letter has been filed as Annexure 1. Though the recital of Annexure 1 shows that the workman was appointed as a customer care executive for a fixed term contract there is no mention about the term and it only reads that the appointment will terminate on the date of termination of the contract of Cheque Jour with IRCTC. This recital of the appointment letter itself goes contrary to the stand of management No.1 taken in the Written Statement that the workman was a fixed term employee, since his appointment letter nowhere contains a clause indicating the term of employment. The workman had also filed a certificate of merit issued to him by the managing director of IRCTC which has been marked as Annexure 5, another letter issued by IRCTC changing the designation of the workman from Customer Care Executive to Executive IT by the Authorities of IRCTC. In the oral testimony the workman has also stated that he was working under the direct supervision and control of management No.1 who had reserved the authority of initiating departmental proceeding and punishing the outsourced employees. Annexure 6 is a document filed by the workman issued by the CS/ IT operation of IRCTC internet ticketing centre giving warning to some of the outsourced employees for their irresponsible behaviour with the ultimatum of suspension. On the basis of these documents the workman has pleaded that for all practical purposes he was the employee of IRCTC the principal employer.

In the case of *Steel Authority of India vs. National Union Waterfront Worker Union* reported in (2001) 7SCC Page 1, the Hon'ble Apex Court have also prescribed for the effective control test to ascertain about the relationship of the workman with the management or the contractor. Not only that in the case of **Chintaman Rao (1958(II)LLJ252)** the Apex court ruled that the concept of employment involves 3 ingredients (i)Employer (ii) Employee (iii) Contract of Employment. The employer is one who employees or engages the service of other person. The employee is one who works for another for hire. The employment is the contract of service between the employer and employee, where under the employee agrees to serve the employer subject to his control and supervision. In the case of **Food Corporation of India reported in (1985(ii) LLJ4)** the Hon'ble Apex Court pronounced that the contract of employment always discloses a relationship of command and obedience between them. Where a contractor employs a workman to do the work which he contracted with a third person to accomplish, the workman of the contractor would not become more than the workman of the third person.

Not only that in the case of **Shankar Balajiwal reported in 1962(1) LLJ 119** the Hon'ble Supreme court have clarified that the control of the management which is a necessary element of the relationship of master of servant is not directed towards providing or dictating the nature of the article to be produced or work to be done, but refers to other incident having bearing on the process of the work the person carries out. The manner of work is to be distinguished from the type of work to be performed. In the case of **Ram Singh and Others vs. Union Territory Chandigarh and Others (2004)1 SCC 126** the Hon'ble Apex Court have elaborately discussed the factors to be considered for determining the employer employee relationship and the factors include control, integration power of appointment, liability to pay, liability to organize work etc. Thus, from the above analysis of the Principle of Law, it emerges that the effective control is a test to determine the employer employee relationship between the parties.

In this proceeding the workman has all along maintained that he was working under the supervision and control of management No. 1 and not the contractor. While testifying as WW1 he fortified the said fact. WW2 an employee still working for management No.1 has also stated that the management No. 1 has all sort of administrative control over the workers like the workman of this case. This statement alone indicates the effective supervision of the work of the workman by management no. 1 which is also evident from the document like the certificate of merit granted to him by management no. 1 and disciplinary action taken by management no. 1 against the other co-workers. Hence it is concluded that the workman was the employee of the management NO. 1 and the contract between the management and the contractor is a camouflage. Point no. 1 is accordingly answered in the favour of the workman and it is held that he was working for the management no.1 till his service was dispensed with from 17.10.2013.

POINT No.2

It is a decided principal of law that the employer and employee relationship is a question of fact and the burden lies on him who asserts existence of the same. While answering point no.1 it has been held that the workman has successfully established his relationship as an employee of the employer IRCTC. It is now to be seen if the termination of the workman was made following the procedure of law or illegal for non compliance of the same. Reference can be made to section 25-F of the ID Act 1947 which precisely speaks that no workman employed in any industry who has been in continuous service for not less than 1 year under an employer, shall be retrenched until the workman has been given one month notice in writing, or has been paid retrenchment compensation. In this case in the written statement the management has taken a plea that no such notice was served since the workman was not an employee of management No. 1. Thereby management No. 1 has admitted non compliance of the provision of section 25-F. In the preceding paragraph it has already been held that the contract of the management no. 1 and management no. 2 were sham and infact the workman was the employee of the management No. 1. In that case, the mandatory provisions of section 25-F was required to be complied before his termination. The non compliance of the same has made the termination of the workman in the hands of management No. 1 illegal. Thus, the moot question which remains to be replied is what would be the relief that can be granted to the workman.

Way back in the year 1980 the Hon'ble Apex Court of India in the case of *Surendra Kumar Verma and Others vs. CGIT Delhi* had observed that

“Plain commonsense dictates that the removal order terminating the service of the workman must ordinarily lead to the reinstatement in the service of the workman. It is as if the order was never been made and so it must ordinarily lead to back wages. But there may be exceptional circumstance which makes it impossible for the employer to direct reinstatement with full back wages.”

In such cases the Hon'ble Apex Court held that the appropriate order would be for payment of compensation in lieu of reinstatement. But in the case of **G.M ONGC Silchar vs. ONGC Contractual Worker Union reported in 2008 LLR 801** the Hon'ble Apex Court after giving due consideration to several observations in different pronouncement which suggest that a workman who was put in 240 days or a

contractual worker is not entitled automatically to regularization came to hold that in appropriate cases regularization can be ordered.

Here is a case where the workman has prayed for a relief simpliciter for reinstatement to service either by the management no. 1 or by management no. 3 which shows his anxiety for reemployment. The basic issue in the present case is the status of the workman and whether he was an employee of IRCTC or the contractor. While adducing evidence the workman has successfully proved that the management no. 1 on periodical intervals was changing the contractors though the workman and many other likes him were continuing to work uninterruptedly. The document filed by the workman clearly shows that the previous contractor Cheque Jour Outsourcing had a contract w.e.f. 01.12.2008 for a period of 2 years which ended on 31.12.2010. This workman was appointed on 23.06.2010 by the management no. 1 directly but was shown as if employed through M/s Cheque Jour Outsourcing. The term of this contractor though ended on 31.12.2010, the next contractor was inducted on 30.11.2011 for another 2 years having a gap of 11 months. During this intervening period there was no contractor but the workman was continuing to work under the effective control of management No. 1. This clearly leads to a conclusion that the workman being the employee of the Principal Employer continued to work even though there was no contractor for the intervening period.

In the case of **Secretary State of Karnatak and Others vs. Uma Devi reported in (2006)4 SCC 1** though the Hon'ble Supreme Court have held that the appointment of contractual employee and regularization of their services is not an automatic process, in the instant case the workman was never employed through the contractor rather he was the employee recruited by IRCTC who was exercising effective control and supervision on him. His service was terminated illegally without following the statutory provisions and as such he is held entitled to back wages alongwith the relief of reinstatement to service since a specific denial has been made by the workman regarding his non employment and no contrary evidence is available on record. There is also no evidence to presume that the workman had a tainted track record of employment and his reinstatement will affect the industrial peace. But it is a rule of law that for no work done, no remuneration is to be paid. Keeping that principle in view it is held that payment of 20% of the back wage to the workman from the date of his termination till reinstatement without interest will do justice in the circumstances. This point is accordingly answered.

ORDER

The claim petition be and the same is allowed. It is held that the termination of the workman by the management no. 1 is illegal and he is entitled to reinstatement to his service with Management no. 1 alongwith 20% of the back wage from the date of termination till the date of reinstatement. Management no. 1 is further directed to reinstate the workman to the service within 3 months from the date when this award becomes executable and shall pay the back wages accordingly within the said period. On the event of nonpayment of the back wages accrued, the amount so accrued shall carry interest at the rate 12% Per annum from the date of notification of this award till the final payment is made. Copy be supplied to the parties and the record be consigned in the record room.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 मई, 2019

का. आ. 907.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 17/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/05/2019 को प्राप्त हुआ था।

[सं. एल-41012/12/2008-आईआर (बी-1)]

बी.एस. बिष्ट, अवर सचिव

New Delhi, the 22nd May, 2019

S.O. 907.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2008) of the Central Government Industrial Tribunal-cum-Labour Court-1 Jaipur, as shown in the Annexure, in the Industrial dispute between the management of West Central Railway. and their workmen which were received by the Central Government on 22/05/2019.

[No. L-41012/12/2008-IR (B-1)]

B.S. BISHT, Under Secy.

अनुबंध
केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर
सी.जी.आई.टी. प्रकरण सं. 17/ 2008
रेफरेन्स नं. L- 41012/12/2008-IR(B-1) दिनांक 02/06/2008

राधामोहन चतुर्वेदी
पीठासीन अधिकारी

अब्दुल अजीज सेवानिवृत्त रेल चालक
द्वारा— ए. डी. ग्रावर 2/391 डडवाडा कोटा जंक्शन। — प्रार्थी

बनाम
मण्डल रेल प्रबन्धक, पश्चिम मध्य रेलवे, कोटा। — अप्रार्थी

उपस्थित :-

श्री अब्दुल मोइद — प्रतिनिधि प्रार्थी
श्री आर. एल. मीणा — प्रतिनिधि अप्रार्थी

अधिनिर्णय :

दिनांक : 10.05.2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा औद्योगिक विवाद अधिनियम 1947 (जिसे आगे मात्र अधिनियम कहा जावेगा) की धारा 10 उपधारा 2 (ए) के अन्तर्गत प्रदत्त शक्तियों के अनुसरण में निम्नांकित विवाद अधिनिर्णयन हेतु इस अधिकरण को दिनांक 02/06/2008 को प्रेषित किया गया। “क्या मण्डल रेल प्रबंधक, पश्चिम मध्य रेलवे, कोटा मण्डल, कोटा को श्री अब्दुल अजीज, सेवा निवृत्त रेल चालक (वेतनमान 950-1500) को वेतनमान 1350-2200 के अनुसार स्थानापन्न भत्ते के भुगतान नहीं करने की कार्यवाही विधि एवं न्यायसंगत है? कर्मकार किस राहत का और कब से पाने का अधिकारी है?”
2. उपर्युक्त विवाद प्राप्त होने पर इस अधिकरण द्वारा उभयपक्ष को आहूत किया गया और कर्मकार को निर्देश दिया गया कि वह अपने दावे का अभिकथन अधिकरण के समक्ष प्रस्तुत करें।
3. दिनांक 18.10.2010 को प्रार्थी द्वारा दावे का अभिकथन प्रस्तुत किया गया। प्रार्थी का कथन है कि दिनांक 21.8.1990 से 25.12.94 तक तथा 21.1.95 से 20.2.95 तक कुल 1616 दिन तक उसने गुड्स ड्राईवर के पद पर लगातार कार्य किया। प्रार्थी के सुपरवाइजर द्वारा प्रार्थी के स्थानापन्न भत्ते का रोल बनाकर भुगतान हेतु भेजा गया। प्रार्थी को सूचित किया गया कि स्थानापन्न भत्ता प्रदान किये जाने हेतु कार्यवाही की जा रही है, कार्यवाही पूर्ण होने पर सूचित किया जायेगा किन्तु प्रार्थी को न तो भत्ते का भुगतान किया और न ही कोई सूचना दी। अतः प्रार्थी को उसके सुपरवाइजर द्वारा अग्रेषित रोल के अनुसार स्थानापन्न भत्ते का भुगतान करवाया जाये।
4. अप्रार्थी की ओर से वादोत्तर में कहा गया है कि दावे का अभिकथन गलत तथ्यों पर आधारित है क्योंकि प्रार्थी को पूर्व में ही सभी परिलामों का भुगतान 2453 रुपये 15.11.2003 को किया जा चुका है अतः प्रार्थी द्वारा प्रस्तुत अभिकथन निरस्त किया जावे।
5. प्रार्थी ने अपने साक्ष्य में स्वयं प्रार्थी अब्दुल अजीज का शपथपत्र निष्पादित किया और कोई प्रलेख प्रदर्शित नहीं किया।
6. विपक्षी ने अपने साक्ष्य में दिनेश माथुर कार्यालय अधीक्षक को परीक्षित किया और प्रलेखीय साक्ष्य में प्रदर्श ई.टी. 1 से ई.टी. 3 तक प्रलेख प्रदर्शित किये।
7. दिनांक 1.5.19 को मैंने उभयपक्ष के तर्क-वितर्क सुने। प्रार्थी द्वारा दिनांक 19.8.2003 को मण्डल रेल प्रबन्धक, कोटा द्वारा जारी पत्र की पठनीय प्रति प्रस्तुत की गई। जो प्रदर्श ई.टी.डी. 1 भी है।
8. प्रार्थी के प्रतिनिधि का यह तर्क है कि प्रार्थी को दिनांक 17.4.95 के आदेश से गुड्स ड्राईवर के पद पर वेतनमान 1350-2200 रुपये में नियमित रूप से पदोन्नत किया गया है। प्रार्थी इस पदोन्नति के पूर्व से ही गुड्स ड्राईवर का कार्य स्थानापन्न रूप से करता चला आ रहा था। ऐसी स्थिति में प्रार्थी को स्थानापन्न भत्ता भी गुड्स ड्राईवर के वेतनमान 1350-2200 रुपये के अनुसार ही दिया जाना चाहिये। विपक्षी द्वारा 1200-2020 रुपये वेतनमान के अनुसार जो भुगतान किया गया है वह अनुचित और अवैध है।
9. विपक्षी के प्रतिनिधि का यह विरोधी तर्क है कि प्रार्थी को स्थानापन्न रूप से गुड्स ड्राईवर के पद पर कार्य करवाना विवादित नहीं है, किन्तु स्थानापन्न भत्ते का भुगतान प्रार्थी को आगामी एक उच्चतर वेतनमान के अनुसार ही किया जा सकता है जो कि 1200-2020 रुपये वेतनमान है। प्रार्थी आगामी दो उच्चतर वेतनमान के अनुसार (1350-2200 रुपये) स्थानापन्न भत्ता चाहता है जो कि महाप्रबन्धक (पश्चिम

रेलवे, मुम्बई) के पत्र दिनांक 13.2.87 के अनुसार देय नहीं है। प्रार्थी को देय स्थानापन्न भत्ता उसे दिया जा चुका है। अतः दावा निरस्त किया जावे।

10. मैंने उभयपक्ष के परस्पर विरोधी तर्कों पर मनन किया।

11. प्रार्थी द्वारा स्वयं को सहायक ड्राईवर के पद नियुक्त होकर दिनांकित 21.8.90 से 25.12.94 तथा 21.1.95 से 20.2.95 तक 1616 दिन गुड्स ड्राईवर के पद पर स्थानापन्न रूप से कार्य करना कहा गया है। उल्लेखनीय है कि इस तथ्य को विपक्षी द्वारा कोई चुनौती नहीं दी गई है। विपक्षी का यह कथन है कि स्थानापन्न भत्ता 2543 रुपये प्रार्थी को 15.11.03 को ही उसके बैंक खाते के माध्यम से भुगतान किया जा चुका है। प्रार्थी ने भी इस भुगतान को अस्वीकार नहीं किया है किन्तु यह कहा है कि यह भुगतान उसे नियमानुरूप नहीं किया गया। प्रार्थी के अनुसार वह 21.8.90 को सहायक ड्राईवर के पद पर वेतनमान रुपये 950—1500 में नियुक्त होकर वेतन प्राप्त कर रहा था। गुड्स ड्राईवर के पद का स्थानापन्न रूप से कार्य करने के कारण उसे 1350—2200 रुपये के वेतनमान के अनुसार स्थानापन्न भत्ता देय था। विपक्षी ने वेतनमान 1200—2020 रुपये के वेतनमान के अनुसार भुगतान किया जो नियमविरुद्ध है।

12. विपक्षी का यह तर्क है कि प्रार्थी को सहायक ड्राईवर के पद हेतु विहित वेतनमान से एक उच्चतर वेतनमान (1200—2020) के अनुसार स्थानापन्न भत्ता देय था। प्रार्थी की मांग दो उच्चतर वेतनमान 1300—2200 के अनुसार स्थानापन्न भत्ता दिये जाने की है जो नियम के विपरीत होने से स्वीकार्य नहीं है।

13. मैंने उभयपक्ष के तर्कों पर विचार किया तथा महाप्रबन्धक (स्थापन) पश्चिम रेलवे, चर्च गेट, मुम्बई के पत्र दिनांक 13.2.1987 का ध्यानपूर्वक परिशीलन किया। इस पत्र के पैरा 5 में निम्नानुसार निर्देश दिये गये हैं :—

"5. In short the practice of putting employees to officiate in two grades higher may be discontinued forthwith. Employees should be paid officiating allowance at the daily rate of next higher grade only."

इस पत्र में निहित निर्देश के अनुसार 13.2.87 से ही ऐसे रेलवे कर्मचारी जो स्थानापन्न रूप किसी पद पर कार्यरत हों, को उनके वेतनमान से दो उच्चतर वेतनमान के अनुसार स्थानापन्न भत्ते के भुगतान की रीति को समाप्त कर दिया गया है तथा यह निर्देश दिया गया है कि ऐसे कर्मचारी को उसके वेतनमान के एक उच्चतर वेतनमान के अनुसार ही स्थानापन्न भत्ता दिया जावेगा। स्वीकृत रूप से प्रार्थी अपने मूल पद सहायक ड्राईवर के पद पर 21.8.90 (स्थापनापन्न कार्य प्रारम्भ होने की तिथि) को नियुक्त था। यह भी विवादित नहीं है कि वह वेतनमान 950—1500 रुपये में तत्समय वेतन प्राप्त कर रहा था। गुड्स ड्राईवर के पद पर स्थानापन्न रूप से काम करने पर उसे नियमानुसार तत्समय देय वेतनमान से एक उच्चतर वेतनमान के अनुरूप ही स्थानापन्न भत्ता देय था। प्रार्थी की नियमित पदोन्नति दिनांक 17.4.95 को सहायक ड्राईवर से गुड्स ड्राईवर के पद पर वेतनमान 1350—2200 रुपये में की गयी है किन्तु स्थानापन्न कार्य करने की अवधि 20.2.95 तक ही थी इस स्थिति में प्रार्थी को यह अधिकार कदापि उत्पन्न नहीं होता है कि वह पदोन्नति के पूर्व की स्थानापन्न कार्य अवधि में उसे देय वेतनमान से दो उच्चतर वेतनमान के अनुसार स्थानापन्न भत्ता प्राप्त करें। यह निर्विवाद है कि रुपये 950—1500 वेतनमान का आगामी प्रथम उच्चतर वेतनमान 1200—2020 रुपये है। इसलिये इस आगामी उच्चतर वेतनमान के अनुसार ही प्रार्थी स्थानापन्न भत्ता प्राप्त करने का अधिकारी प्रमाणित होता है।

14. इस निष्कर्ष के उपरान्त प्रार्थी को विपक्षी द्वारा वेतनमान 1350—2200 रुपये के अनुसार स्थानापन्न भत्ते का भुगतान न करना पूर्णतः नियमित वैध एवं न्यायसंगत है। चूंकि इस रीति से प्रार्थी को स्थानापन्न भत्ते का भुगतान विपक्षी द्वारा 15.11.03 को ही किया जा चुका है, प्रार्थी को अन्य कोई अनुतोष देय नहीं है।

15. अतः इस अधिकरण को प्रेषित औद्योगिक विवाद का अधिनिर्णयन करते हुये मण्डल रेल प्रबन्धक, पश्चिम मध्य रेलवे, कोटा मण्डल, कोटा द्वारा प्रार्थी को वेतनमान 1350—2200 के अनुसार स्थानापन्न भत्ते का भुगतान न करना वैध एवं न्यायसंगत है। प्रार्थी कर्मकार अन्य किसी अनुतोष का अधिकारी नहीं है।

आदेश

16. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु प्रेषित रिफरेन्स का उत्तर उपर्युक्तानुसार दिया जाता है।

17. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 22 मई, 2019

का. आ. 908.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 64/2014-15) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/05/2019 को प्राप्त हुआ था।

[सं. एल-41011/104/2014-आईआर (बी-1)]

बी.एस. बिष्ट, अवर सचिव

New Delhi, the 22nd May, 2019

S.O. 908.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2014-15) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur, as shown in the Annexure, in the Industrial dispute between the management of South East Central Railway. and their workmen, which were received by the Central Government on 22/05/2019.

[No. L-41011/104/2014-IR (B-1)]

B.S. BISHT, Under Secy.

ANNEXURE**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/64/2014-15

Date: 26.04.2019

Party No.1(a) : The Sr. Divisional Electrical Engineer (Operation),
South East Central Railway,
DRM Building, 4th Floor, Kingsway,
Station Road, Nagpur – 440001.

Party No.1(b) : The Contractor,
M/s Arun S. Ate, Jamil Co-operative Society,
Plot No. 59, Vidyanagar, Bokhara,
Post: Godhani, Tehsil & Distt. Nagpur,
Nagpur – 441111.

Versus

Party No.2(a) : Smt. Rita Shivshankar Mahato,
R/o Flat No. 401, Rajat Heights,
Koradi Road, Nagpur – 444111.

Party No.2 : The General Secretary,
Parcel Porter Sanghatana,
New Mankapur, Plot No. 37,
Mhada Colony ke pass,
Nagpur – 440030.

AWARD

(Dated: 26th April, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their workman, Smt. Rita Shivshankar Mahato, for adjudication, as per letter **No.L-41011/104/2014 (IR (B-I) dated 10.02.2015**, with the following schedule:-

“Whether the demand raised by the applicant vide her representation dated Nil received on 30.04.2014 (Annexure ‘A’) and representation Union dated 05.09.2014 (Annexure ‘B’) is just, fair & legal? If yes, then what relief the concerned applicant/Union is entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, Smt. Rita Shivshankar Mahato ("the workman" in short) filed the statement of claim and the management of the SECR (here-in-after referred to as the Party No.1) filed its written statement.

3. According to the workman, she is a member of the union namely, Parcel Porter Sanghatana, which is registered under Trade Union Act and she prayed before the union to redress through negotiation/discussion amicably. According to her, she was working as casual cook at Santra Market Running Room by authorized contractor, Shri Arun Aate on behalf of Sr. Divisional Electric Engineer of SEC Railway, Nagpur from 26.12.2013. She was working continuously in shift without any break and undergoing medical examination, which was conducted by the Railway doctor.

4. According to the workman, this post is sanctioned cadre post. She was also given duty of 10 hours per day and Identity Card was also issued by the contractor. She was initially paid Rs. 3500/- per month. After that, salary was

increased up to Rs. 4500/- per month. She was permanent Gr. 'C' staff, so she is entitled Rs. 22,000/- per month and other service benefits. Party No. 1 filed a criminal case against the contractor for improper payment of salary and contractor appeared before the JFMC on the basis of complaint. According to her, engaging by contractor in a perennial nature of work, contractor had no license and paying below the rate of daily wage. According to her, Party No. 1 passed contractor's bill once in two or three months. Party No. 1 illegally issued contract to contract labour; contractor is nothing but only sheepgoat person of the Party No. 1. She prayed that, she was illegally retrenched, so retrenchment order is to be set aside, she also prayed for regularization of her services, because she completed 240 days in each calendar year and she also claimed against the party No. 1 for non-payment of wages and engage contract labour.

5. The Party No. 1 filed their reply in the form of short written statement by raising the preliminary objection and denied all facts asserted by the workman by saying that, there was no employee and employer relation between the Party No. 1 and the workman, so such type of claim is not sustainable in the eye of law and Party No. 1 also prayed that, statement of claim need to be dismissed in-limni with exemplary cost. According to the Party No. 1, her claim does not fall under the purview and provisions of Industrial Disputes. According to the Party No. 1, workman was not a member of the union, Parcel Porter Sanghatana, such dispute lies between the contractor and the workman, so they prayed that, Tribunal has no jurisdiction to try this case.

6. Party No. 1 also reserved their right to file W.S., but they did not file the same even at the last moment. Party No. 1 also prayed that, this reference be answered in negative in favour of them. The contractor and the Party No. 1 did not file any formal W.S. to deny all the facts asserted in the statement of claim.

7. **Point of determination:**

- i. Whether the termination of the workman from service is illegal?
- ii. Whether rejection of the representation of the workman is illegal?
- iii. Whether the workman is entitled to any relief?

Reason for determination:

8. The workman examined herself to prove her case or in support of her statement of claim by proofing the documents P-1, P-2 and P-3. On behalf of the Party No. 1 and the contractor, two witnesses namely, Mr. Bhanuprakash (MW-1) and Arun Aate (MW-2) were examined in support of their defence, but they do not file formal written statement, so in my opinion, they took only defence, which was raised by them in short submission i.e. rest of defence or case taken by the Party No. 1 and the contractor was not considered.

9. The workman asserted that, she was initially appointed in Running Room as a cook. She also admitted that, Shri Arun Aate and his wife were conducting the Santra Market Running Room. She also admitted that, her job was to cook to food for running railway staff. She also admitted that, Appointment Letter and Identity Card were issued by the contractor. Wages were also paid after three months by the contractor. Railway did not issue any confirmation of her service. She did not know about the complaint and inspection conducted by the Railway Authority. She also admitted that, address given by the Railway Authority is correct, but she did not know whether her letter/representation was received by the Railway Authority or not. In this way, she remained un rebutted in Court statement. Now I want to see the Party No. 1's statement:

10. MW-1, Shri Bhanuprakash asserted in evidence on affidavit that, one Running Room is managed by the Railway Authority for running staff, which is situated at Santra Market. He also asserted that, Shri Arun Aate was the contractor for the period of 2013 to 2015. He also admitted that, the workman was appointed as a cook in Running Room on behalf of the contractor, but there were so many complaints i.e. 90 against the workman regarding behavior and work of her. Regular inspection was conducted by the Railway Authority about working and complaint of the workman. This fact was supported by MW-2, Shri Arun Aate. They proved two documents, M-1 and M-2, which are related to Staff Complaint and Inspection Report conducted by ADEE (OP) dated 29.04.2014. Both these witnesses remained un rebutted in major statement. Nothing is shown that, they are prejudiced or ill-motive with the workman.

11. In case law--- Delhi Transport Corp. vs. Ombir Singh 2017 LLR 252, Hon'ble Lordship held that "Where principles of natural justice are not being complied with, then in such cases, compensation ought to be granted even if termination of service is found to be valid". On the basis of principle laid down in Engineering Laghu Udhog Employees Union vs Judge, Labour Court and Industrial Tribunal & others – (2003) 12 SCC 1 in which it was held that:- "no difference whether the matter comes before the tribunal for approval under S.33 or on a reference under S.10 of the Industrial Dispute Act, 1947. In either case if the enquiry is defective or if no enquiry has been held as required by Standing Orders, the entire case would be open before the tribunal and the employer would have to justify on facts as well that its order of dismissal or discharge was proper." "A defective enquiry in our opinion stands on the same footing as no enquiry and in either case the tribunal would have jurisdiction to go into the facts and the employer would have to satisfy the tribunal that on facts the order of dismissal or discharge was proper." These principles are also laid

down by Hon'ble Supreme Court in case laws- Punjab Urban Planning & Development authority Vs. Mandip Singh (2016) 7 SCC-571, UPSRTC Vs. Gopal Shukla (2015) SCC 603, Sanjay Singh Vs. National Seed Corporation (2017) 13 SCC 269, V.D. Vegad Vs. State of Gujarat (2017) 2 SCC 508 and Angikr Oriental (Arabic) Higher Secondary School Vs. A. Harnoon (2017) 2 SCC 510.

12. Judging the present case in hand with the touch stone of the principles as mentioned above, as I observed that, the workman was a contract labour, she did not create any rights with the Railway for giving service i.e. employee and employer relation did not exist between the workman and the Railway management. The workman failed to prove that, Party No. 1 illegally terminated him from the services and agreement between the contractor and Railway is bogus and sham. I also observed that, rejection of representation of the workman is proper, because she was not a regular staff, but it also appears that, Party No. 1 and the contractor did not pay any retrenchment compensation to the workman in lieu of service rendered by her. So, she is entitled Lumpsum compensation of Rs. 60,000/- from the contractor or Party No. 1/Railway. Railway may recover this amount from the contractor with interest after the payment to the workman. Hence, it is ordered:-

ORDER

The demand raised by the applicant vide her representation dated Nil received on 30.04.2014 (Annexure 'A') and representation Union dated 05.09.2014 (Annexure 'B') is not just, fair & legal but the workman is entitled for Lumpsum monetary compensation of Rs. 60,000/- (Rupees sixty thousand only) in lieu of reinstatement in service, which is payable within one month from the publication of this award in official gazette, failing which, amount due to workman will carry interest of 6% per annum from the date of due to the workman to the date of actual payment of the amount to the workman. The workman is not entitled for any other relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 27 मई, 2019

का. आ. 909.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, ईरनाकुलम के पंचाट (संदर्भ संख्या 30/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 27/05/2019 को प्राप्त हुआ था।

[सं. एल-39025/01/2019-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 27th May, 2019

S.O. 909.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2011) of the Central Government Industrial Tribunal-cum-Labour Court- Ernakulam, as shown in the Annexure, in the Industrial dispute between the management of Union Bank of India and their workmen, received by the Central Government on 27/05/2019.

[No.L-39025/01/2019-IR (B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ERNAKULAM

Present: Shri. V .Vijaya Kumar, B. Sc, LLM, Presiding Officer.

(Thursday the 9th day of May 2019)

ID No. 30 of 2011

Workman

: M.K. Sukumaran,
S/o M. A. Kutty
Mozhukattil House,
Peroor P.O.
Ettumanoor (Via), Kottayam

By Adv.Dinesh Mathew J. Murikan

M/s.Murikan & Mangot

Management

: Union Bank of India

Represented by its Regional Manager

Union Bank Bhawan

M.G.Road , Ernakulum

By Adv.K.J.Ajay Gosh

This case coming up for final hearing on 18.03.2019 and this Tribunal-cum-Labour Court on 09.05.2019 passed the following.

AWARD

This is an application filed by the workman under Section 2A(2) of the Industrial Disputes Act, 1947.

2. The case of the workman is that while working as cashier in Nedumkandam Branch of the management bank he was imposed a punishment of dismissal from service with immediate effect without notice as per order dated 26.02.2010. The appeal preferred by the workman was also rejected by the Appellate Authority.
3. The workman was appointed as peon in Kattappana Branch of the management bank on 30.10.1976. In 1984, he was promoted as clerk and posted to Shanthanpara branch. In 1995, he was promoted as Head Cashier and posted to Rajakkad branch. He worked as Head cashier in Ayyappankovil branch, St.Johns Hospital extension counter, Kattappana and Nedumkandam branches. He was sent to Kattappana branch on Deputation. When he was working in Kattappana branch, he was suspended from service of the bank on 20.10.2008. He received a show cause notice on 23.05.2009 and filed his reply on 05.06.2009 denying the allegations. The management initiated disciplinary action by issuing a charge sheet on following grounds.

Gross misconduct : Doing acts prejudicial to the interest of the bank.

Minor misconduct : Breach of any rule of business of the bank or instructions for running of any department

The management conducted an enquiry. The enquiry officer found all the charges proved against the workman. The disciplinary authority dismissed the workman from the service of the bank accepting the finding of the enquiry officer. The appeal preferred by the workman was also rejected by the Appellate authority.

4. Quoting the enquiry report, the workman stated that he was given time upto 04.01.2010 to file defense statement. However the enquiry officer finalized the report on 31.12.2009 which clearly shows the malafides and is a clear violation of the principles of natural justice. According to him, the enquiry report is preconceived, biased and is due to undue influence. The workman was given time upto 28.12.2009 to file his reply to the disciplinary authority. Since his defense assistant had undergone brain surgery and was in hospital, the workman sought time to file reply which was denied by the disciplinary authority. This is a clear case of denial of reasonable opportunity and clear infraction of principles of natural justice. There is no evidence that the workman was handling counterfeit notes. The enquiry officer relied only on the crime case registered against him by the police to arrive at the conclusion that he is guilty of charges. With regard to the minor charge, the workman stated that it is a normal practice that late receipts of cash is entered in the bank records on the next day. After having convinced of the explanation, the complainant customer withdrew the complaint. The imposition of the penalty without calling for objection of the enquiry report from the workman is arbitrary, illegal and violative of principles of natural justice. At any rate the punishment imposed is highly excessive and disproportionate.
5. The management denied all the allegations in their written statement. According to the management, the claim of the workman is not maintainable as the same is directly filed before the tribunal. According to the management the workman was deputed to Kattappana branch as Head cashier from 18.08.2008. He was attending the receipts and payments of cash apart from keeping physical cash inside the cash safe at the end of the day duly tallying with books of accounts and take out physical cash at the commencement of business hours everyday. On 16.10.2008 closing balance of cash was Rs.18,85,502.41 in different denominations. As per procedure the Accountant verified the cash balance of 16.10.2008 in the presence of the workman and Shri.SivarajanKunju, Daftray and confirmed that the physical cash balance tallied with the books and there are no counterfeit notes of Rs.500 and Rs.1000 denominations. On 17.10.2008 the workman in the presence of Sri.SivarajanKunju and Smt.Marykutty K, a Part Time Sweeper took out the entire cash (excluding Rs.1,40,000 in denomination of Rs.10) stating that the unlabelled currency notes have to be affixed with branch remittance slips and rubber band for remittance in currency chest at Vandanmedu. Thereafter the workman handed over 13 sections of Rs.500 denomination notes and 3 sections of Rs.1000 denomination

notes to Sri.Sivarajankunju. Sri Sivarajankunju affixed slips on all sections of notes handed over to him and kept the notes in the cash cabin. In the meanwhile, 2 cash cheques for Rs.7 lakhs were presented by Sri.E.M.Baby and Smt.Lissamma. Without noticing that Sri.Sivarajankunju had already kept the money in the cash cabin, the workman asked Sri.Sivarajankunju to bring back the cash to the cash cabin. The workman took 2 sections of Rs.1000 notes and 5 sections of Rs. 500 notes from it and along with other notes were handed over to the account holders against the 2 instruments for Rs.7 lakhs presented by them. At around 11 am Sri.Sivarajankunju informed the Branch Manager that the workman noticed some counterfeit notes inside the cash cabin. The workman having doubted the genuineness of 2 sections of Rs.500 notes (Rs.1 lakh) that have been paid to the Sri.E.M.Baby requested the same to be brought back to the bank for verification. The workman brought 1 section of Rs.1000 denominations counterfeit notes (Rs.1 lakh) which he said that he found in the cash cabin. By the time representative of Mr.E.M.Baby met the Bank Manager and handed over 2 sections of 500 notes (Rs.1 lakh) earlier given to him from the bank. The Branch Manager found that the 2 sections of Rs.500 notes returned by the representative of E.M.Baby are counterfeit notes and were replaced with original notes debiting the suspense account of the bank. It is very clear that the counterfeit notes would not have come inside cash cabin without the knowledge of the workman. On filing criminal complaint, the police registered a case and arrested both the workman and Sri.Sivarajankunju. The above acts of the workman resulted in huge financial loss to the bank besides tarnishing the image of the bank. Hence a show cause notice was issued to the workman. Since his explanation was not satisfactory, a charge sheet was issued to him including therein a minor misconduct of not crediting the amount deposited by M/s.Chola Huts on the same day. The enquiry officer conducted the enquiry proceedings in a proper manner and in compliance in the principles of natural justice. After due consideration and evaluation of evidence on record the enquiry officer found both the above charges proved. The disciplinary authority found that the charges proved against the workman are of grave nature and imposed a punishment of 'dismissal from service of the bank with immediate effect with out notice' against the charge of gross misconduct and of 'censure' for minor misconduct. The appeal filed against the said order of the disciplinary authority was also dismissed by the Appellate authority.

6. The management examined the disciplinary authority as MW1 and marked the enquiry file as Exbt.M1, as the enquiry officer in this case retired from the service of the bank and is reported to be no more.
7. The validity of the enquiry report was considered as a preliminary issue and this court vide order dated 13.06.2016 held that the domestic enquiry conducted by the management is valid, just and proper.
8. At this stage of final hearing the workman filed IA 162/2016 pleading to reopen evidence and mark three documents in the proceedings. This is strongly objected to by the management on the ground that Section 11A of Industrial disputes Act 1947, specifically restricts the Tribunal from relying on any other material other than those that are on record. Hence the IA was dismissed.
9. The issues to be decided are ;
 1. Whether the findings of the enquiry officer are proper, legal and based on legal evidence?
 2. Whether the punishment imposed on the workman is proportional to the proved misconduct?
 3. Whether the workman is entitled to any relief?

10. Issue No.1

This court vide its order dated 13.06.2016 found that the enquiry conducted against the workman by the management is valid, just and proper and is in compliance the principles of natural justice. Hence what is left to be decided is whether the finding of the enquiry officer is based on evidence and whether a reasonable man will take the same decision on the available evidence or whether the same is perverse.

11. There are two charges leveled against the workman. One is a gross misconduct and the other one being minor misconduct.
12. With regard to the first charge, the workman is deputed to the Kattappana branch as Head cashier and he was responsible for receipt and payments of cash apart from keeping physical cash in side the cash cabin at the end of the day tallying with books of accounts. On 16.10.2008 after close of office hours the workman tallied the cash balance, the Accountant verified the cash balance 100 percent in the presence of Sri.Sivarajankunu and an amount of Rs. 18,85,502.41 in different denomination were kept in the cash safe. On 17.10.2008 the workman took out the whole money except Rs.1,40,000/- in denominations of Rs.10/-. The workman handed over 13 sections of Rs.500 denomination notes and 3 sections of Rs.1000/- denomination notes to Sri.Sivarajankunu for affixing branch slips and plastic bands. This work is done outside the cash cabin. Sri Sivarajankunu after affixing branch slips kept the note bundles inside the cash cabin. In the meanwhile two cash cheques for Rs.7 lakhs were presented by E.M.Baby, and Lissamma, customers of the bank. The workman took 2 sections of Rs.1000 denomination notes and 5 sections of Rs.500 denomination notes from the cash bundle returned by Sri.SivarajanKunju and gave to the customer along with other notes. Later the workman noticed some fake notes in the Rs.1000 denomination section labeled and kept inside the cash cabin by

Sivarajankunu. The workman also doubted fake notes in 2 sections of Rs.500 denomination in the cash given to Sri.E.M.Baby and Smt.Lissamma and called him over telephone to return the same. The representative of E.M.Baby returned 2 sections of Rs.500/- denomination notes and the same was replaced with original notes by debiting suspense account of the bank. The workman also reported to the Bank Manager that 1 section of Rs.1000/- was also fake. Hence a criminal case was filed with the police and workman along with Sri.Sivarajankunu were arrested by the police. It can be seen that there is no serious dispute regarding the facts of the case between the workman and the management.

13. With regard to the second charge, the management case is that they received a compliant against the workman when he was working as Head Cashier in Nedumkandam branch from one Mr.Haridas of Hotel Chola Huts that they remitted Rs.53,000 on 28.05.2008 and the same was credited to their account only on 29.05.2008. The workman admitted the same explaining his action on the ground that it was a late receipt and as per practice late remittance are accounted only on the next day. When the position was explained to the compliant he withdrew his compliant.
14. The counsel for management argued that having found the enquiry proper and legal and following the principles of natural justice this court shall not venture to reappraise the evidence which is within the competence of the Enquiry Officer, Disciplinary Authority and the Appellate Authority. The counsel for the management relied on the decisions of Honourable Supreme Court in **State of Haryana Vs Rattan Singh**, 1977 AIR (SC) 1512 and **B.C.Chaturvedi Vs Union of India**, 1995 (SCC) 749 to argue that the powers of reappraise of evidence in disciplinary cases by courts is very much restricted and the question is whether there is some evidence or no evidence.
15. The counsel for the workman on the other hand argued that in view of Section 11A of Industrial Disputes Act 1947, this court has wider powers to reappraise the evidence in an enquiry proceeding in appropriate cases. He cited the case of **Workman Vs Firestone Tyre and Rubber Company**, 1973 (1 SCC) 813 to press his point.
16. It is settled law that the courts can examine in appropriate cases whether the findings of the enquiry officer is based on some evidence or no evidence. The reappraise of evidence by courts is restricted to the minimum and is depended on the circumstances of each case. In this case the facts are not in dispute in general. There is no dispute regarding the fact that workman was the Head Cashier in Kattappana branch of the management on 16.10.2008. There is no dispute regarding the fact that the cash was counted and verified and found to be in order on 16.10.2008 after closing of business on that day. There is no dispute regarding the fact that the cash balance was kept in cash safe in the presence of the workman and the Accountant of the bank. There is no dispute regarding the fact that the workman took out the entire cash balance (except Rs.140000/-) on 17.10.2008. There is no dispute regarding the fact that 13 sections of Rs.500 denomination notes and 3 sections of Rs.1000 denomination notes were given to Sri.Sivarajankunu for affixing bank slips. There is no dispute regarding the fact that 1 section of Rs.1000 denomination notes in the cash cabin was found to be fake. There is no dispute regarding the fact that 2 sections of Rs.500 denomination notes handed over to Sri. E.M.Baby, a customer by the workman was found to be counterfeit. The only point of divergence is the point at which the counterfeit currency entered the cash cabin. According to the workman the interpolation of fake currency with the original currency of the bank happened at the hands of Sri. Sivarajankunu when 16 sections of notes were taken out by him to affix bank slips. However there is no conclusive proof as to when, where and who introduced the counterfeit currency in to the cash cabin. The management case is that after the cash is taken out of the cash safe, it is the responsibility of the Head cashier and he cannot escape the liability for the counterfeit currency in cash cabin saying that the mistake is done by somebody else.
17. With regard to the second charge also the facts are fairly admitted the cash deposited by the representative of M/s.HotelChola Hut on 28.05.2008 was accounted by the workman only on 29.05.2008 there by holding the cash unaccounted for a day. The case of the workman is that being a late remittance the same was accounted on the next date. The management rejected the claim of the workman since the cash deposited by M/s. Hotel Chola Hut was not available neither in the books of accounts nor in the cash balance, of the Bank.
18. During the course of argument it was pointed out by the learned Counsel that the workman is acquitted by 3rd Additional Sessions Court, Thodupuzha in Session case no.34/2013 vide its order dated 03.07.2013 in the crime registered by the police in this case. According to the prosecution in that case, one Mr.Shajahan (accused No.3) procured counterfeit currency and handed over to Sri.Sivarajankunu (accused No.2) who in turn handed over the same to the workman (accused No.1). The workman stole Rs.2 lakhs original currency from the bank and replaced the same with fake currency received from Sri.Sivarajankunu. The Sessions Court found that the 3rd accused is not arrested and there is no evidence that the fake currency is taken by the Sri. Sivarajankunu from the 3rd accused and is given to the workman. The original currency alleged to have stolen from the bank is not retrieved by the police and there is no evidence for theft. Finally the Sessions Court found that the prosecution failed to prove the guilt against the workman beyond doubt. Hence the accused are entitled for "benefit of doubt".

19. The learned counsel for the management pointed out that the disciplinary enquiry is initiated independent of the criminal case and the workman is acquitted on benefit of doubt and is not an honourable acquittal. And hence the decision in this proceedings shall not be influenced by the final outcome in the criminal case.

20. It is well settled principle of law that the yardsticks and standards of proof in criminal cases are different from that of disciplinary proceedings. While the standard of proof in criminal case is proof beyond reasonable doubt, the standard of proof in a departmental proceedings is preponderance of probabilities. The Honourable Supreme Court in **B.C. Chaturvedi Vs Union of India** (1995) 6 SCC 794 held that ;

Neither the technical rules of Evidence Act nor proof of fact or evidence as defined therein apply to disciplinary proceedings. When the authority accepts the evidence and conclusion receives support therefrom the disciplinary authority is entitled to hold that the delinquent officer is guilty of the charge.

This legal position was reiterated by the Apex court in **State of Haryana vs Rattan Singh**, 1977 AIR(SC) 1512 and **State Bank of India Vs R.D. Punde**, 2006 (6) SC 245.

21. The Sessions Court in the criminal proceedings examined issues such as transfer of counterfeit notes from accused no. 3 to 1, the theft of Rs.2 lakhs from the bank, the breach of trust, replacement of original notes with fake notes and concluded that the workman is entitled for benefit of doubt. Whereas in the disciplinary enquiry the questions considered by the enquiry officer are whether the workman is responsible for the replacement of original notes with the counterfeit notes, whether there is any loss to the bank and whether there is any loss of reputation to the management bank because of the action or inaction on the part of the workman. The enquiry officer found that the workman is responsible on all counts and the same is accepted by the disciplinary authority and the appellate Authority.

22. The proceedings of enquiry shows that the workman detected counterfeit notes in 1 section of Rs.1000 denomination notes. It is further seen that the workman immediately contacted Mr.E.M.Baby and informed him that 2 sections of Rs.500 denomination notes might be fake and asked them to be returned. A natural question that may seek clarification is that when the workman noticed the fake currency in 1 section of Rs.1000 denomination notes, why he suspected fake currency in Rs.500 denomination notes in 2 bundles issued to Mr.E.M.Baby, unless he is aware of the counterfeit currency in the cash cabin. The evidence on record completely support the finding of the enquiry officer on the financial loss to the management and tarnishing the image of the bank.

Considering all the above facts, I hold that the findings of the enquiry officer are supported by adequate evidence. Hence issue no.1 is answered in favour of the management and against the workman.

23. Issue No.2.

The charges alleged and proved against the workman are of very serious nature. The workman was Head Cashier in the management bank and is responsible for all cash transactions in the branch. If such an employee is responsible for interpolating counterfeit currency using the banking system which he is part of, it will lead to disastrous consequences not only to the finance of the management bank but the finance of the nation as well. As per law declared by Honorable Supreme Court in **Union Bank of India Vs Viswamohan**, (1998) 4 SCC 310, in banking business absolute devotion, diligence, integrity and honesty need to be preserved by every bank employee and if it is not observed, the confidence of the public would be impaired. In **Chairman and the Managing Director United commercial banks and other Vs P.C. Kakkar** (2003) 4 SCC 364 the Appex Court reiterated the above principles and held that a bank employee is required to exercise higher standards of honesty and integrity, he being a person dealing with the money of the public. Further in **Regional Manager, UPSRTC Vs Hotilal**, (2003) 3SCC 605, the Honourable Supreme Court observed that if the charged employee holds a position of trust where the honesty and integrity are inbuilt requirements of functioning, it would not be proper to deal with the matter leniently and the misconduct in such cases has to be dealt with iron hands. The learned counsel for the management further supported the above propositions with the following decisions of the Apex court and High Court of Kerala.

1. **State bank of India Vs R.D. Punde** (Supra)

2. **Gvindan Vs State Bank of Travancore**, ILR (2016) 4 Kerala 345

24. Having explained the factual and legal position as above, I hold that the punishment imposed on the workman is proportional to the proved misconduct. Hence the issue is answered in favour of the management and against the workman

25. Issue No.3

In view of the findings in the issues no.1 and 2 above, the workman is not entitled to any relief. In the result an award is passed finding that the action of the management bank in imposing the penalty of dismissal from service of the bank with immediate effect without notice for the gross misconduct and censure for the minor misconduct is fully justified and the workman is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Assistant, transcribed and typed by him, corrected and passed by me on this the 9th day of May 2019.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the woman	-	Nil
Witness for the Management	-	MW 1 23/02/2016 Sri.M.Prabhakar
Exhibits for the union	-	Nil
Exhibits for the Management	-	M1 Enquiry file

नई दिल्ली, 27 मई, 2019

का. आ. 910.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल बैंक आफ एग्रीकल्चर एण्ड रूरल डिवलपमेंट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक न्यायालय, महाराष्ट्र, पुणे के पंचाट (20/2017) प्रकाशित करती है जो केन्द्रीय सरकार को 27.05.2019 को प्राप्त हुआ था।

[सं. एल 12012/23/2017-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 27th May, 2019

S.O. 910.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 20/2017 of the *Industrial Court, Maharashtra, Pune* as shown in the Annexure, in the industrial dispute between the management of National Bank of Agriculture & Rural Development and their workmen, received by the Central Government on 27/05/2019.

[No. L-12012/23/2017-IR(B-II)]
SEEMA BANSAL, Section Officer

IN THE INDUSTRIAL COURT MAHARASHTRA AT PUNE

Reference (IT) No.20 of 2017
CNR. No. MHIC12-001680-2015

1. National Bank of Agriculture & Rural Development, Boat Club Road, Salisbury Park, Pune-1.
2. M/s. Shubham Biz Facility Management (P) Ltd., 301 & 303, Laxmi Complex,
3rd Floor, Mumbai-Pune Rd., Chinchwad, Pune-9 ...First Party

And

Smt. Rajjama Raji Chinna,
Sant Gadge Maharaj Vasti Galli,
No.3, Nr Navnit Laundry, South Main Rd.,
Koregaon Park, Pune.

...Second Party

CORAM : M.R. Kumbhar, Presiding Officer.

Appearances : Both parties absent.

AWARD

(Dated : 16.03.2019)

This is a reference made by Government of India, Ministry of Labour, New Delhi. The demand is for reinstatement of the services of Smt. Rajjama Raji Chinna who was allegedly working with NABARD Regional

office Pune. The reference is, as to whether the said demand of reinstatement with full back wages is legal or justified, and if yes, to what relief the said workman is entitled to and from which date. The reference order makes it clear that the demand is made in personal capacity by Smt. Chinna.

After receiving the said reference order, notices were issued to both parties vide Exh.O-2, O-3, O-4 & O-5 though served but remained absent.

Since long the case is adjourned for filing the statement of claim, in absence of statement of claim the reference was posted for award since 15/12/2018. Inspite of this since long neither first party or second party workman, nor their Advocate filed application for adjournment, nor filed any statement of claim. It appears that second party has lost interest to proceed with the reference. In view of this in absence of statement of claim reference cannot be adjudicated. Hence I have no alternative, but to proceed further and hold that the second party is not interested and therefore the reference should be answered in negative. With this I proceed to pass following award.

AWARD

1. The reference is answered in negative.
2. No order as to costs.
3. The copies of this award be sent to the appropriate Government for necessary action.

M.R. KUMBHAR, Presiding Officer

Dated :16.03.2019

नई दिल्ली, 27 मई, 2019

का. आ. 911.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ संख्या 66/2004) प्रकाशित करती है जो केन्द्रीय सरकार को 27.05.2019 को प्राप्त हुआ था।

[सं० एल 12012/336/1997-आई आर (बी-II)]
सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 27th May, 2019

S.O. 911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 66/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, AHMEDABAD(GUJARAT)* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 27/05/2019

[No. L-12012/336/1997 - IR(B-II)]
SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 24th April, 2019

Reference: (CGITA) No- 66/2004

The Manager,
Central Bank of India,
Dehmai Branch, Tal Byad,
Sabarkantha (Gujarat)

...First Party

V/s

Girishbhai Gababhai Solanki,
C/o All Gujarat General Workers and Employees Union,
Mazoomnagar Society, Opp. Octroi Point,
Meghraj Road, Modasa,
Sabarkantha (Gujarat)

...Second Party

For the First Party : Shri P.S. Chari
For the Second Party : Shri G.K. Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/336/97–IR(B-II) dated 26.02.1998 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether Shri Girishbhai Gababhai Solanki resident of Dehmai, Dist. Sabarkantha was in employment as part time sweeper at Central Bank of India, Dehmai Branch and if so, whether the action of the management of Central Bank of India is justified in discontinuing the services of Shri Girishbhai Gababhai Solanki w.e.f. 08.06.1967? If not, to what relief the workman is entitled?”

1. The reference dates back to 26.02.1998 and received on 04.03.1998 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. In response to the notice issued to the parties, the second party workman submitted the statement of claim Ex. 3 on 30.04.1998 and the first party submitted the written statement Ex. 12 on 24.04.2000.
3. The second party workman has submitted the statement of claim Ex. 3 alleging that he had been sweeper with the first party The Manager, Central Bank of India, Dehmai Branch, Tal Byad, Sabarkantha, hereinafter referred to as ‘first party’ since last 20 years with a wages at the rate of Rs.20/- per month and had worked honestly and diligently. He requested for the enhancement of wages but to no result. He also approached the first party through All Gujarat General Workers and Employees Union, Modasa, hereinafter referred to as ‘union’ on 25.05.1996 for regularisation on the post of part time sweeper that too no result and subsequently, under a revenge, his services were terminated orally on 08.06.1996. Therefore, he prayed for reinstatement on his original post as sweeper w.e.f. 08.06.1996.
4. The first party vide written statement Ex. 12 partly admitted the fact that the workman was a part time sweeper and as per the rules, his regularisation for service was not possible to be made because there was no master and servant relationship with the party. Thus the reference has no force and liable to be dismissed.
5. The advocate for the first party submitted a letter Ex. 25 along with death certificate of the workman stating that the workman had died on 17.06.2013.
6. On the basis of the pleadings, the following issues arise:
 - i. Whether Shri Girishbhai Gababhai Solanki resident of Dehmai, Dist. Sabarkantha was in employment as part time sweeper at Central Bank of India, Dehmai Branch and if so, whether the action of the management of Central Bank of India is justified in discontinuing the services of Shri Girishbhai Gababhai Solanki w.e.f. 08.06.1967?
 - ii. To what relief, if any, the workman is entitled?
7. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workman who had examined vide Ex. 13 reiterating the averments made in the statement of claim and had not said anything contrary to his examination-in-chief.
8. The first party examined one Mahendrabhai, the Branch Manager of the Bank vide Ex. 22 who stated on oath that the workman was a part time sweeper on a fixed wages of Rs.20/- per month. He never worked for 240 days in any calendar year but he was not cross-examined on the date of examination-in-chief. Thereafter the first party witness appeared on 18.12.2013 and 17.01.2014 but the second party avoided cross-examining him seeking adjournment. As per the record that is death certificate, the workman died on 17.06.2013 and since then the legal heirs of the deceased workman did not prefer to be substituted as legal heirs of the deceased workman.
9. The workman in his statement on oath has admitted that he was a sweeper on fixed wages of Rs.20/- per month since last 20 years but has not proved that he ever worked for 240 days in any calendar year. Moreover, he has

expired and his legal heirs have not preferred to be substituted as legal heir, therefore, no relief can be granted and the matter is already abate.

10. Thus the reference is finally disposed of with the observation as given above.

11. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2019

का. आ. 912.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 64/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 27.05.2019 को प्राप्त हुआ था।

[सं. एल-12012/14/2009-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 27th May, 2019

S.O. 912.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 64/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, AHMEDABAD (GUJARAT)* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 27/05/2019

[No. L-12012/14/2009 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 02nd May, 2019

Reference: (CGITA) No. 64/2010

The Assistant General Manager,
Bank of Baroda,
Regional Office,
Suraj Plaza – III, 5th Floor, Sayajiganj,
Baroda (Gujarat) – 390005

...First Party

V/s

Shri Bhaskar M. Joshi,
28/2, Pareshnagar,
Shriji Krupa, Near Gajrawadi Bus Stand,
Opposite Municipal Ward Office,
Vadodara (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia
For the Second Party : Shri M.S. Mansuri

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/14/2009–IR(B-II) dated 18.06.2009 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bank of Baroda through Assistant General Manager in terminating the services of Shri Bhaskar M. Joshi vide order dated 09.12.2006 by way of imposing punishment of ‘dismissal from Bank’s service without notice’ is legal, proper and just? What relief the concerned workman Shri Bhaskar M. Joshi is entitled to?”

1. The reference dates back to 18.06.2009 and received on 30.06.2009 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to the parties, the second party union submitted the statement of claim Ex. 6 on 10.08.2009 and the first party submitted the written statement Ex. 15 on 11.01.2018.
3. The second party union in his statement of claim has alleged that he joined the first party Bank of Baroda in the year 1980 as a Clerk. His service tenure was spotless but he and his wife were falsely implicated by Bank of Baroda Housing Finance in some loan case wherein a charge-sheet was served on them on 24.06.2005 to victimize them and the Bank of Baroda got them arrested. They were released on bail by the High Court. The Bank of Baroda put him under suspension on 07.03.2003. He was also subjected to departmental enquiry in the said mala-fide charges wherein he was not given reasonable opportunity in accordance with the principles of natural justice. The evidence given on record was also not considered. The Bank of Baroda served him a show-cause notice dated 14.05.2004 proposing the penalty of dismissal. He submitted the reply to the show-cause notice on 10.06.2004 but the disciplinary authority without considering his explanation communicated him the order of dismissal on 09.12.2006. He also preferred an appeal against the said order of dismissal within the prescribed limit but his appeal was dismissed without considering the merits of the case.
4. The union to which he belongs raised a dispute. The bank did not pay him gratuity and provident fund. Thus the second party workman has prayed for declaring the order of dismissal as illegal for want of opportunity of proper hearing and also prayed for reinstatement with back wages and all consequential benefits along with Rs. 15000/- as cost of reference.
5. The first party Bank of Baroda, hereinafter referred to as ‘Bank’ has submitted the written statement Ex. 15 stating that all the averments made in the statement of claim are not true. The reference is barred on the ground of delay and laches. The Tribunal has no jurisdiction to entertain the reference as the workman has no existing right to raise the reference against the first party Bank. He is not a workman under Section 2(s) of the Industrial Disputes Act. The workman has not admitted that he has been unemployed during the intervening period. It is not true that the workman has ever worked with the Bank with due care and faithfulness as a permanent clerk. It is wrong to say that he was falsely impleaded in a loan case granted by Bank of Baroda Housing Corporation. It is also wrong to say that loan amount was recovered from the workman by confiscating the workman’s property. The workman made a direct role in grant of and obtaining loans individually, therefore, he was put under suspension on 07.03.2003 and was dismissed on 24.06.2005 after serving a charge-sheet on him and conducting a disciplinary enquiry. The charge-sheet served on him have following allegations:
 - i. You have engaged in trade or business outside the purview of your duties without bank’s written permission.
 - ii. You have wilfully done damage or attempt to cause damage to the property of the bank or any its customers.
 - iii. You have done all acts prejudicial to the interest of the bank.
 - iv. You have aided and abetted/instigated innocent general public to raise funds in your own benefit.
 - v. You have knowingly made false statements/certificates.
 - vi. Attempt to collect or collecting money without permission of the bank.
 - vii. Incurring debts to an extant considered by the management an excessive.

Thus the first party has alleged that the reference has no force and liable to be rejected.

6. The second party workman has also moved an application Ex. 5 alleging that his termination order was passed in violation of Section 33 of the Industrial Disputes Act.

7. The second party workman as well as his advocate has not been appearing since last several dates, therefore, the application Ex. 5 was ordered to be disposed of at the time of final argument and the case was listed for evidence on 02.05.2019. Today on 02.05.2019, again the second party workman as well as his advocate has been absent. Thus it appears that the second party workman as well as his advocate is not willing to prosecute the case.
8. Therefore, the reference is disposed of in the absence of evidence of the second party workman with the observation as under: “the action of the management of Bank of Baroda through Assistant General Manager in terminating the services of Shri Bhaskar M. Joshi vide order dated 09.12.2006 by way of imposing punishment of ‘dismissal from Bank’s service without notice’ is legal, proper and just.”
9. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 मई, 2019

का. आ. 913.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 680/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 28.05.2019 को प्राप्त हुआ था।

[सं० एल 41012/177/99-..आई आर (बी.-I)]
बी. एस. बिष्ट, अवर सचिव

New Delhi, the 28th May, 2019

S.O. 913.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 680/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 28/05/2019

[No. L-41012/177/99 - IR(B-1)]

B.S. BISHT, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present : Pramod Kumar Chaturvedi, Presiding
Officer, CGIT-cum-Labour Court, Ahmedabad,
Dated 02nd May, 2019

Reference: (CGITA) No. 680/2004

1. The General Manager,
Western Railway,
Head Quarter Building, Churchgate,
Mumbai – 400001
2. The Assistant Mechanical Engineer (II),
Western Railway,
Loco Shed Vatva,
Ahmedabad (Gujarat) – 380001
3. The Divisional Mechanical Engineer (I),
Western Railway,
Loco Shed Vatva,
Ahmedabad (Gujarat) – 380001

...First Parties

V/s

Laxmiben Kantibhai Mohania,
 Legal heir and widow of Late Kanti Soma,
 C/o Shri J.K. Ved,
 General Workmen's Union,
 Sinduri Mata Devasthan, S.T. Nagar Road,
 Godhra (Gujarat) – 389001

...Second Party

For the First Parties : Shri N.J. Acharya
 For the Second Party : Shri Prabhatsinh Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/177/99–IR(B-I) dated 09.11.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Western Railway through the General Manager, Mumbai and other officers in terminating the services of Mr. Kanti Soma by way of ‘removal from the service w.e.f. 17.12.1996 is legal, proper and justified?’”

And

“Whether the penalty/punishment of ‘removal from service’ is proportionate to the gravity of offence? If not, to what relief the concerned workman Mr. Kanti Soma is entitled to and what directions are necessary in the matter?”

1.The reference dates back to 09.11.1999 and received on 03.12.1999 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2.After issuing notice to the parties, the second party union submitted the statement of claim Ex. 3 on 21.01.2000 and the first party submitted the written statement Ex. 7 on 26.08.2000.

3.The second party workman Kanti Soma in his statement of claim Ex. 3 has alleged that he had worked for 10 years continuously and interruptedly after getting appointment on compassionate ground in the event of death of his father. Her widow Mother has also been staying with him. The first party The General Manager, Western Railway, Head Quarter Building, Churchgate, Mumbai, The Assistant Mechanical Engineer (II), Western Railway, Loco Shed Vatva, Ahmedabad and The Divisional Mechanical Engineer (I), Western Railway, Loco Shed Vatva, Ahmedabad, hereinafter referred to as ‘western railway’ served him a charge-sheet on 20.03.1995 for absence from duty for the period from 22.12.1994 to 05.03.1995. He has further alleged that he has been a permanent employee of western railway and was entitled for casual leave and earned leave as per the statutory provisions. He could not informed the western railway about the sickness due to adverse conditions but the western railway conducted the departmental enquiry ex-parte against him and terminated his service illegally. He moved an appeal as well as the review against the order of dismissal but both were rejected violating the provisions of D.R. Rules 1968. He was not given any opportunity of defence. Enquiry was held violating the provisions of principles of natural justice. The punishment was unjust and harsh for such a trivial conduct of absence due to long illness. The said termination of service was an economic death of his family. Thus he has prayed for reinstatement with back wages and consequential benefits.

4.The first party western railway in his written statement Ex. 9 submitted that the reference is bad, illegal and untenable. This workman never worked for 10 years though he was given a compassionate appointment under dying in harness rules. The termination of service was done after conducting a departmental enquiry as history was in the nature of habitual absentee from duty. The details of absence from duty are as under:

Year	No. of days
1985	125
1986	365
1987	152 and 124
1990	111 and 32

1991	42 and 29
1992	28 and 17
1993	30 and 115
1994	17
1995	168 and 93
1996	97 and 131

Therefore, his order of termination was legal and as per rules. There was no violation of any principles of natural justice in the enquiry. As he did not appear in the departmental enquiry, therefore, the enquiry was conducted ex-parte. As regards appeal and review, his history was considered. Therefore, there was no illegality in the appeal as well as review and the reference is liable to be rejected.

5. It is unfortunate that the workman died on 04.11.2010; therefore, the widow of the deceased workman named Laxmiben Kantibhai Mohaniya moved an application Ex. 19 for substitution as legal heirs of the deceased workman with a proof of death certificate Ex. 20/2 and election ID Ex. 20/1 which was allowed by the Tribunal and the legal heirs widow of the deceased workman named Laxmiben Kantibhai Mohania substituted as legal heirs in the statement of claim as well as reference.

6. On the basis of the pleadings, the following issues arise:

- i. Whether the action of the management of Western Railway through the General Manager, Mumbai and other officers in terminating the services of Mr. Kanti Soma by way of 'removal from the service w.e.f. 17.12.1996 is legal, proper and justified?'
- ii. Whether the penalty/punishment of 'removal from service' is proportionate to the gravity of offence?
- iii. To what relief, if any, the widow of the deceased workman is entitled?

7. **Issue No. i, ii and iii:** As all the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the widow named Laxmiben Kantibhai Mohania of the second party workman who submitted her affidavit Ex. 21 on 13.03.2012 wherein she has reiterated the averments made in the statement of claim. In her cross-examination, she has stated that her husband has been working in the diesel shed of western railway and died on 04.11.2010. He was discharged from service for the charges of long absence from duty but she is not aware of the whole details of departmental proceedings as appears from her cross-examination.

8. The first party western railway did not prefer to lead any evidence but the second party witness failed to prove that her husband was discharged from duty violating the procedure of law.

9. The widow of the workman moved an application dated 27.04.2017 under Section 11 (a) of the Industrial Disputes Act alleging that the first party be asked to submit the copies of departmental proceedings, original medical certificates and service book of the deceased workman insisting that the misconduct of her husband was of a trivial nature and the punishment awarded was harsh and excessive and as her husband served for 10 years, therefore, the applicant widow is entitled for family pension as per the provisions of Rule 75 of the Railway Service (Pension) Rules, 1993.

10. I would like to reproduce the provisions of the Rule 65 and 75 (2 a) of the Railway Service Pension Rules, 1993 as under:

“65. Compassionate allowance -

(1) A railway servant who is dismissed or removed from service shall forfeit his pension and gratuity.

Provided that the authority competent to dismiss or remove him from service may, if the case is deserving of special consideration, sanction a compassionate allowance not exceeding two-thirds of pension or gratuity or both which would have been admissible to him if he had retired on compensation pension. “

“75 (2) Without prejudice to the provisions contained in Sub-rule (3), where a railway servant dies:

(a) After completion of one year of continuous service.

11. I perused the punishment order which reveals that the deceased workman was removed from immediate effect but the order was silent regarding the pension and gratuity, therefore, in the light of the Rules 65 (1) and 75 (2a) of Railway Service Pension Rules, 1993 considering the illiteracy and sickness of the deceased workman, the Railway ought to have ordered two-third pension to the workman. But now the workman has died and his widow is in financial distress, therefore, it would be appropriate that the railway authority ought to have granted family pension to the widow of the deceased workman. All the issues are decided accordingly.
12. The widow named Laxmiben Kantibhai Mohania of the deceased workman named Kanti Soma shall apply for the family pension to the appropriate authority and the appropriate authority shall considered it favourably within 30 days from moving of application by the widow of the deceased workman.
13. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 मई, 2019

का. आ. 914.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 89/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/05/2019 प्राप्त हुआ था।

[सं. एल. 12012/93/2011. आई आर (बी-1)]
बी.एस. बिष्ट, अवर सचिव

New Delhi, the 28th May, 2019

S.O. 914.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.89/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 28/05/2019.

[No. L-12012/93/2011- IR(B-1)]
B.S. BISHT, Under Secy.

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 02nd May, 2019

Reference: (CGITA) No- 89/2011

The Branch Manager,
State Bank of India, Mangal Bhawan, Diwanpura Road,
Bhavnagar (Gujarat)

...First Party

V/s

Smt. Shobhnaben Hasmukhbhai Bhavsar,
Diwanpura Road, Near State Bank of India, Bhanovado,
Bhavnagar (Gujarat)

...Second Party

For the First Party : Shri S.N. Mishra
For the Second Party : Shri M.H. Sanghariyat

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/93/2011-IR(B-I) dated 02.12.2011 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management State Bank of India, Bhavnagar in terminating the services of Smt. Shobhnaben Hasmukhbhai Bhavsar w.e.f. 07.05.2010 is legal and justified? To what relief the workwoman is entitled?”

1. The reference dates back to 02.12.2011 and received on 19.12.2011 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to the parties, the second party submitted the statement of claim Ex. 6 on 29.10.2013 and the first party submitted the written statement Ex. 7 on 16.2.2013. Thereafter, the second party workwoman submitted her affidavit Ex. 11 reiterating the averments made in the statement of claim. The case was listed for argument.
3. On 02.05.2019, the second party workwoman moved an application Ex. 12 for taking the matter today on board which is allowed.
4. Today on 02.05.2019, the second party workwoman Smt. Shobhnaben H. Bhavsar and the first party State Bank of India submitted the settlement Ex. 13 stating that the matter has been resolved by way of onetime payment of Rs.200000/- (Rupees Two Lac) in the favour of second party workwoman Smt. Shobhnaben H. Bhavsar vide Bankers Cheque No. 396167 dated 24.04.2019 along with Rs.15000/- (Rupees Fifteen Thousand) in the favour of Shri M.H. Sanghariyat, advocate of second party workwoman vide Bankers Cheque No. 396166 dated 24.04.2019 and nothing has been left for further resolution. The said settlement Ex. 13 is read over and explained to the parties. They admitted the terms and conditions of the settlement. Therefore, the settlement Ex. 13 is accepted by the Tribunal.
5. Thus the reference is disposed of in the light of the settlement Ex. 13. The settlement Ex. 13 shall remain the part of the award.
6. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 28 मई, 2019

का. आ. 915.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फेडरल बैंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एर्नाकुलम के पंचाट (संदर्भ संख्या 13/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/05/2019 प्राप्त हुआ था।

[सं. एल-12012/53/2010-आई आर (बी-1)]
बी.एस. बिष्ट, अवर सचिव

New Delhi, the 28th May, 2019

S.O. 915.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.13/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ernakulam as shown in the Annexure, in the industrial dispute between the management of Federal Bank Limited and their workmen, received by the Central Government on 28/05/2019.

[No. L-12012/53/2010- IR(B-1)]
B.S. BISHT, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

Present: Shri. V.Vijaya Kumar, B.Sc., LLM, Presiding Officer.

(Thursday the 2nd day of May, 2019)

ID No 13 of 2011

Workman : Shri. S. Vinod,
Revathy, Polachira.P.O.,

Paravoor, Kerala

District: Kollam (Kerala)

By M/s H.B. Shenoy Associates.

Management

:

The Chairman,

Federal Bank Limited,

Regd. Office, Federal Towers,`

Post Bag.No.103, Kerala,

Aluva – 683101.

By M/s B.S. Krishnan Associates.

This case coming up for final hearing on 07.03.2019 and this Tribunal-cum-Labour Court on 02.05.2019 passed the following:

AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (1) and sub-section (2A) of section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No.L-12012/53/2010-IR(B-I) dated 23.05.2011 referred the following dispute for adjudication by this Tribunal.

1. The dispute is:

“Whether the action of the Management of Federal Bank Limited in imposing the penalty of dismissal from service on Sri. S Vinod, Ex-Bankman vide their order dated 10/09/2009 is legal and justified? To what relief the workman is entitled?”

2. After entering appearance the workman filed his claim statement. It is alleged that while he was employed as Bankman at Paravoor branch, he was placed under suspension pending prosecution – initiation of disciplinary action with effect from 24/05/2008. He was suspended because of his alleged involvement in Crime No. 105/2007 registered by the Police. He was remanded by the Magistrate court for 15 days in connection with a case relating to fraudulent withdrawal of Rupees 19,500/- from SB A/c No. 197 of Sri. Bhaskaran on 25/01/2007 and 27/01/2007 using an ATM card which was not delivered to the customer. Later a charge memo dated 22/11/2008 was issued to him on the same allegations on which he was suspended. An Inquiry Officer was appointed without calling for the explanation of the workman. The Inquiry Officer submitted his report on 27/07/2009 and a copy of the same was sent to the workman to offer his comments on the findings of the Inquiry Officer. Though the workman sought time the management refused the same and issued the preliminary order dated 27/08/2009 finding the workman guilty of the alleged charges and proposing a punishment of dismissal from service without notice. The workman was afforded a personal hearing. However one weeks’ time sought by him was refused and final order dated 10/09/2009 was passed imposing the punishment of dismissal from service without notice and treating the period of suspension from 24/05/2008 as out of duty without eligibility for salary or any other benefits other than the subsistence allowance. The appeal preferred by the workman was also rejected confirming the punishment. The punishment imposed on the workman is irregular, illegal, unjust and unreasonable. The workman alleged that the punishment imposed is vitiated by bias and is in violation of clause 4 of the Bipartite Settlement dated 10/04/2002 especially when criminal proceedings are pending. The workman further alleged that the allegations in the Charge memo are vague and the inquiry is conducted in violation of principles of natural justice. Non-examination of the complainant, absence of expert opinion on hand writing, non-comparison of signature in Exhibit ME 6 with the admitted signatures of the account holder etc. has led to wrong conclusion of guilt of the workman. The finding of guilt is perverse and punishment is irregular and illegal. Further the impugned punishment imposed on the workman is disproportionate, harsh and excessive in the circumstances of the case.

3. The management filed their written statement denying all the allegations of the workman. According to the management, when the workman was working in their Paravoor Branch, they received a complaint dated 12/02/2007 from one R. Bhaskaran, one of their customers. As per the bank statement dated 02/01/2007 he had a balance of Rs.19,506/- on 16/12/2006 in his SB account No.197 maintained with the bank. He visited the bank on 30/01/2007 and remitted Rs.1,000/- and got his passbook updated. He noticed 2 debit entries of Rs.12,000/- on 25/01/2007 and Rs. 7,500/- on 27/01/2007. He never withdrew any money using ATM card as he was not issued with the same. As per records the customer was issued a Visa Silver card on 19/12/2006. The account was again registered for Fed Card on 26/12/2006 and same was issued on 17/01/2007. The investigation conducted by the Vigilance Department of the Bank revealed that the first withdrawal of Rs.12,000/- was made from ATM attached to Umayanallur Branch on 25/01/2007 and the second withdrawal of Rs.7,500/- from the ATM attached to Quilon branch on 27/01/2007 using ATM card. The account of the customer was dormant from December 2005. An amount of Rs.300/- was deposited into the account on 16/12/2006. Sri. Bhaskaran did not remit Rs.300/- on 16/12/2006 and the signature in the remittance voucher has no similarity with the specimen signature of the customer. On verification of the

handwriting on the voucher it is revealed that the handwriting is similar to that of the workman. Hence a complaint was lodged with Paravur police station. As per the forensic report the handwriting on the deposit voucher tallied with that of the workman. The workman was arrested on 19/05/2008 and remanded 15 days of judicial custody. As per the Vigilance investigation of the management bank and the police, the workman deposited Rs.300/- into the account of Mr. Bhaskaran on 16/1/2006 to make the account active and withdrew Rs.19,500/- using ATM card that he got issued using fraudulent means. Hence disciplinary proceedings was initiated against the workman for acts of misconduct of “doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the bank serious losses” as per bi-patriate settlement dated 10/04/2002. An inquiry was conducted as per rules complying with the principles of natural justice. The Inquiry Officer found the charges proved against the workman. A copy of the report was given to the workman. He did not respond in time. Hence the proposed punishment of dismissal without notice was communicated to him on 27/08/2009 also requesting him to attend a personal hearing on 07/09/2009. Even though he attended the hearing, he failed to plead his case on the ground that his advocate is not well. The Disciplinary authority after verification and analysis of the records of inquiry and report came to the conclusion that the charges against the workman is conclusively proved and vide order dated 10/09/2009 imposed a punishment of dismissal without notice. The appellate authority also rejected the appeal vide order dated 22/12/2009. According to the management the punishment imposed on the workman is legal, valid and in proportion to the gravity of the misconduct proved in the inquiry. Bank is an institution dealing with public money and it survives only due to the trust and confidence which the public reposes on it. An employee who is proved to have indulged in activities which may shatter the confidence of the public have no right to continue in the rolls of the bank. The punishment imposed on the workman is legal and valid and the workman is not entitled for any relief claimed in the statement. If for any reason this court finds that the domestic inquiry is vitiated in any manner the management sought to adduce fresh evidence to prove the charges against the workman.

4. The workman filed replication denying all the allegations in the written statement filed by the management.
5. On completion of the pleadings, the issue is whether the Disciplinary inquiry was conducted in a just and proper manner following the principles of natural justice was taken up as a preliminary issue.
6. The Inquiry Officer was examined as MW 1 and the Inquiry file is marked as Exbt. M 1.
7. After elaborate hearing this court vide order dated 28th February 2017 answered the preliminary issue in favour of the management and against the workman holding that the inquiry conducted by the management is just, proper and following the principles of natural justice.
8. Learned counsel for the workman submitted that the findings of the Inquiry Officer is perverse and is not based on any evidence. He also submitted that the penalty imposed is shockingly disproportionate to the charges found to be proved. There is a need to reappraise and re-evaluate the evidence before the Inquiry Officer at least for this limited purpose.
9. The learned counsel for the management submitted that the finding of the Inquiry Officer is based on some evidence and the rules of absolute evidence is not applicable to domestic inquiries. It is further submitted that the punishment imposed on the workman is just, legal and proportionate to the gravity of proved misconduct in the inquiry. The Counsel also pointed out that the workman is a bank employee handling public money and absolute integrity and honesty is expected from him.
10. The issues for determination are
 - i. Whether the findings by the Inquiry Officer are based on evidence and whether the same cause for any interference?
 - ii. Whether the punishment imposed by the Disciplinary Authority is justified, legal and proportionate to the gravity of proved misconduct?
 - iii. Whether the workman is entitled to any relief?

Issue number 1

11. Strenuous arguments were made by both the counsels on the question of re-appreciation of evidence in a domestic inquiry by this Tribunal. The learned Counsel for the workman cited the decision of the Apex Court in **Roop Singh Negi Vs Punjab National Bank**, 2009 KHC 4143. The facts of this case are similar to that of the present case. In that case some fraudulent demand draft payments were made by the bank and the custodian of the draft books were held responsible. Later, one peon of the bank is charge sheeted for stealing the draft books on the basis of the confession he made before the police. In the inquiry the Inquiry Officer inferred on the basis of the police report that the workman had connection with the other accused who used those bank drafts. After examining various decisions of the Apex court on the subject the Hon'ble Supreme Court concluded that “the learned Attorney General has stressed before us that in dealing with this question we ought to bear in mind the fact that the appellant is acting with determination to root out corruption, and so, if it is shown that the view taken by the appellant is a reasonable possible view, this court should not sit in appeal over that decision and seek to decide whether this court would have taken the same view or not. This contention is no doubt absolutely sound. The only test that we can legitimately apply in dealing

with this part of respondents case is, is there any evidence on which a finding can be made against the respondent that charge number 3 was proved against him? In exercising its jurisdiction under Article 226 on such a plea the High Court cannot consider the question about the sufficiency or adequacy of evidence in support of a particular conclusion. That is a matter which is within the competence of the authority which dealt with the question. But the High Court can and must enquire whether there is any evidence at all in support of the impugned conclusion. In other words, if the whole of the evidence led in the inquiry is accepted as true does the conclusion follow that the charge in question is proved against the respondent. This approach will avoid weighing of the evidence. It will take the evidence as it stands only examine whether on that evidence legally the impugned conclusion follows or not. Applying this test we are inclined to hold that the respondents' grievance is well founded because, in our opinion, the finding which is implicit in the appellants order dismissing the order that charge No. 3 is proved against him is based on no evidence".

Indisputably this court will have to bear in mind the distinction between some evidence and no evidence and whether that some evidence will lead to the conclusion of guilt of the workman.

12. It is by the counsel for the workman that in view of Section 11 A of Industrial Disputes Act 1947 this further argued court has wider powers to re-appreciate the evidence before the Inquiry Officer and arrive at a different finding in appropriate cases. He cited the following cases in support of his proposition.
 - i. **Workman of Balmadies Estate Vs Management**, 2008 KHC 4111.
 - ii. **The Workman Vs Firestone Tyre and Rubber Company**, 1973 (1) SCC 813.
 - iii. **IOB Vs IOB Canteen Staff Workers Union**, 2000 (4) SCC 245.
13. The learned Counsel for the management cited various authorities to drive home the fact that the powers for re-appreciation of evidence in a disciplinary case by the Court is very much restricted. The Hon'ble Supreme Court in **State of Haryana Vs Rattan Singh**, 1977 AIR (SC) 1512 held that the test is there is some evidence or no evidence. However the court further clarified that "absence of evidence in support of a finding is certainly available to the court to look into because it amounts to an error of law apparent on the face of the record". The learned counsel for the Management also cited the following decisions to substantiate his case that re-appreciation of evidence by this court need be restricted to the minimum.
 - i. **B C Chathurvedy Vs Union of India** 1995 (6) SC 749
 - ii. **CMD, United commercial bank Vs P C Kakkar**, 2003 AIR (SC) 1571.
 - iii. **Management of Bharat Heavy Electricals Vs M Mani and others**, CDJ 2017 (SC) 1245
14. The judicial dicta laid down by the courts in the above decisions can be summed up as follows:-
 - a. The Tribunals and Courts shall refrain from re-appreciating the evidence adduced in an Inquiry proceeding in general, where in the inquiry is conducted in a just and fair manner following the principle of natural justice.
 - b. The Tribunal and Courts are justified in interfering with the findings of the Inquiry Officer if the same is based on no evidence or the findings are perverse that no reasonable man will arrive at such conclusion on the available evidence.
 - c. The Tribunal and courts can interfere with the decision of the Disciplinary Authority if the penalty imposed is shockingly is disproportionate.
 - d. In cases where Section 11A of Industrial Disputes Act is applicable, the Tribunal will have wider jurisdiction to looking into the finding of the Inquiry Officer and the penalty imposed by the Disciplinary Authority.
15. Having examined the legal position, let us now consider the facts of the case. As per the charge memo number AW : DE: 10: 2008 dated 22nd November 2008 issued to the workman, one Sri R Bhaskaran holder of SB A/c 197 in Paravur branch of the Management filed a complaint dated 12/02/2007 stating that when he came to the bank to receive ATM card on 30/01/2007 he deposited Rs.1,000/- in his account and when he got his pass book updated, he found two debit entries of Rs.12,000/- on 25/01/2007 and Rs.7,500/- on 27/01/2007. He neither received an ATM card nor withdrew money using the same. On investigation, the management found that the withdrawal was made using Fed Card no. 5044811420100002672 which was issued on 17/01/2007. The SB A/c No.197 of Sri. R Bhaskaran remained dormant since December 2005.

Hence operation of the account was not possible even using ATM card. An amount of Rs.300/- was deposited into the account on 16/12/2006. The signature in the remittance slip does not tally with that of Sri.R Bhaskaran. The handwriting in the remittance slip was tallied with that of the workman in many official documents. TA bills of Sri. Dileep Kumar who was a temporary bank man was also compared and Sri. Dileep Kumar stated that his TA bills were written by the workman. The workman denied having written the bills of Dileep Kumar. On the basis of the complaint filed by the Bank Manager, Paravur police registered crime No. 105 of 2007. During the investigation the police sent the handwriting samples along with Vouchers dated 16/12/2006 for forensic verification and they confirmed the handwriting on the remittance slip as that of the workman. The police arrested the workman and during interrogation he admitted to have committed the crime.
16. According to the learned counsel for the workman there is no evidence to prove any of the above charges. It has come out in evidence that MW 4 and MW 5 were the joint custodians of the ATM card. It has also come

out in evidence that MW 2 and MW 4 were the joint custodians of PIN mailers. Management has no case that the ATM Card and PIN mailers in the name of Sri. R Bhaskaran were stolen by the workman. There is no proof that the ATM card and the PIN mailers were stolen by the workman. There is no proof that the money is withdrawn from the ATMs by the workman. There is no proof as to who deposited Rs.300/- in the cash counter of the bank on 16/12/2006. The Cashier in the Cash counter on 16/12/2006 could have identified the person who deposited the money. Particularly so, if the same is deposited by the Workman. It is Sri. Philip C G (MW 4) who activated the account of Sri. R Bhaskaran. The only allegation against the workman is the handwriting in the remittance slip dated 16/12/2006 (ME 6) bears some similarity with the handwriting of the workman. No forensic lab analysis report is produced in the inquiry. There is a police report dated 29/05/2008 of Sub Inspector of Police, Paravur (ME 28) wherein it is stated that the document expert opined that the person who wrote the forged document was similar with the standard and sample writings collected from the workman. It was also reported that the workman confessed to the crime. The contents of ME 28 is neither proved nor the Forensic lab report produced in the inquiry. In view of the above the counsel for the workman argued that this is a case of no evidence.

17. The counsel for the management took the Court through the details of evidence brought before the Inquiry Officer to justify its finding and the decision of the management in dismissing the workman from the service of the management bank. For fear of crossing the limits set by the decisions of the Apex court discussed above I am not inclined to go into the details of evidence as pointed out by the counsel. However as has been decided in **Roop Singh Negi** (Supra), I will confine the examination to the generality of evidence available before this court. The thrust of the argument of the counsel for the management is that the person who deposited Rs.300/- into SB A/c No.197 on 16/12/2006 to activate the dormant account has acted in malafide and is responsible for the fraud. The evidence before the Inquiry Officer such as the handwriting on the remittance slip date 16/12/2006, the expert opinion from the Forensic lab, the police report dated 29/05/2008, the admission of the workman before the police having committed the crime and the evidence that the workman is Computer literate will adequately support the case of the management in the charge memo regarding the involvement of the workman in the crime. The learned counsel for the management also submitted that strict standards of proof under Evidence Act is not applicable to enquiries in disciplinary cases. He cited the following cases:

- i. **State of Haryana Vs Rattan Singh**, 1977 AIR (SC) 1512
- ii. **State Bank of India Vs R D Punde**, 2006 (6) (SC) 245
- iii. **JDJ Vs SBI**, 1982 AIR (SC) 673

18. Having heard the counsels on either side let us examine whether finding of the Inquiry Officer is supported by legal evidence. The Inquiry Officer has raised two issues for himself to be answered in the inquiry.

- i. Who has remitted Rs.300/- into the SB account No.197 of Sri. R Bhaskaran on 16/12/2006 and was there any intention on the part of the remitter to activate the dormant status of SB account 197?
- ii. Who has physically received from the bank the ATM Fed Card bearing number 5044811420100002672 which was issued in the system on 17/01/2007 in SB account No. 197 of Sri. R Bhaskaran ?.

19. Even assuming that the above questions are answered by the Inquiry Officer positively it is very difficult to substantiate the charges in the charge memo against the workman. However let us examine whether the answers to the above questions are supported by **some evidence**. The Inquiry Officer relied on the evidence of MW 1 and ME 28 to conclude that the workman remitted Rs.300/- using ME 6 without the knowledge and consent of the account holder when he observed “having examined the issue in the cross examination it is clear that the deposition of MW 1 and ME 28 document clearly affirms the handwriting in ME 6 document as that of CSE”. It is true that the handwriting in ME 6 was compared with the handwriting in some documents written by the workman. However the main evidence on which the Inquiry Officer as well as MW 1 has relied on is that of ME 28. ME 28 is taken as a forensic lab report. In fact ME 28 is a police report dated 29/05/2008 regarding the arrest of the workman in this case. In that report it is mentioned that the forged document along with some standard sample handwriting was sent to forensic laboratory and the document expert opined that the handwriting of the person who wrote the forged documents was similar to the sample writing collected from the workman. The learned counsel for the management citing the judgment of **State Bank of India Vs R D Punde** (Supra) argued that the expert evidence of handwriting shall be relied on to conclude the involvement of the workman. The question to be answered in this case is whether there is any expert evidence in this case. It is seen that there is only a police report mentioning the availability of the report of a document expert. No such report is produced in the inquiry and as such the above referred judgment cannot be relied on by the management. The police report also indicates of a confession by the workman that the ATM card in respect of SB A/c No. 197 is received by him and it was destroyed after its misappropriation. On going through the evidence in general it can be seen that this report of the police form the basis for all further allegations. This relies on a forensic laboratory report which is neither available to the Inquiry Officer nor to this court to confirm the veracity of the same. The legality of a confession given by the workman in police

custody is also subject to verification by the Criminal court. Hence the contents of the above report and validity of the assertions can be established only in the pending criminal adjudication.

20. While answering the second question, the Inquiry Officer has again relied on ME 28 police report regarding the confession of the workman in police custody. The rest of the evidence are presumptions of various witnesses. The Inquiry Officer himself is ultimately falling into the trap of the presumption and surmises of those witnesses. Exbt. DE 13 and 14 are instructions for issue and maintenance of ATM cards. MW4 and MW 5 are joint custodians of ATM cards. MW 2 and MW 4 are joint custodians of PIN mailers. MW 4 released the ATM card in respect of SB A/c No. 197 in the system and activated the same. If the allegation in the charge memo is to be established there shall be some evidence that the workman had access to ATM cards and PIN mailers. There shall also be evidence to show that the workman released the ATM card in the system and activated the same. All these activities leave trail in the system and it is not that difficult to establish the same. Since there is no evidence against the workman it is not possible to accept a finding of guilt on presumptions alone. The alleged confession in police custody can be accepted only after the same is tested in criminal adjudication. Hence I am of the considered view that the finding of the Inquiry Officer on the second issue is perverse and is without any evidence.
21. As already pointed out, there is a third link to the charge sheet against the workman i.e. the illegal withdrawal of money from the ATM. According to the charge memo the workman withdrew Rs.12,000/- on 25/01/2007 and Rs.7,500/- on 27/01/2007 using the Fed card issued in the system in the name of Sri. R Bhaskaran, the holder of SB A/c No. 197. There is no evidence whatsoever to establish the charge except the alleged confession made by the workman in police custody. Since the alleged confession is not part of this inquiry and since the correctness of the same is being tested in criminal adjudication the same cannot be accepted as evidence at this stage of the proceedings.
22. The learned counsel for the management cited various decisions of Apex courts to argue that when the charged employee holds the position of trust where honesty and integrity are inbuilt requirements of functioning it would not be proper to deal with the matter leniently.
 - i. **State Bank of India Vs R D Punde (Supra).**
 - ii. **CMD, United Commercial Bank Vs P C Kakkar (Supra)**
 - iii. **Regional Manager, UPSRTC Vs Hotlal (Supra)**
 - iv. **Union of India Vs Viswamohan 1998 AIR (SC) 2311**
23. I do agree with the learned counsel for the management that persons holding responsible positions deserve no leniency in matters of proved financial fraud. In this case the workman is a Bankman (peon) who is last in the hierarchy of the employees of the management bank. Even then for proven misconduct he do not deserve any misplaced sympathy. In this case the line of evidence do not tally with the findings by the Inquiry Officer and the findings are based on presumptions and surmises.
24. In view of the above, I am inclined to hold that there is very little or no evidence the findings recorded by the Inquiry Officer. Hence issue number 1 is answered in favour of the workman and against the management.

Issue number 2

25. Issue number 1 is decided in favour of the workman for the reasons stated above. Apart from some similarity in handwriting in ME 6, the remittance slip dated 16/12/2006 and some documents that originated from the workman there is no evidence against the workman having stolen the ATM card and there is no evidence that he withdrew the money using ATM card from A/c No. 197. The finding of the Inquiry Officer on those issues are not on the basis of evidence but on presumptions and surmises. The finding of the Inquiry Officer and the decision of the disciplinary authority imposing the penalty of dismissal based on those findings are not justified.

Hence the issue is answered in favour of the workman and against the management.

Issue number 3

26. After introduction of Section 11 A of Industrial Disputes Act 1947, there is no two opinion that this court has wider powers to interfere with the findings of the Inquiry Officer and the penalty imposed by the Disciplinary Authority in appropriate cases. This proposition is confirmed by the Apex courts and High courts in various decisions.
 - i. **Workman Vs M/s Firestone Tyre and Rubber company of India, 1973 (1) LLJ 278.**
 - ii. **Rajindra Kumar Kindra Vs Delhi Administration, AIR 1984 (SC) 1805.**
 - iii. **Workman Vs Management of Balmadies Estate, 2008 (1) LLJ 673**
 - iv. **IOB Vs IOB staff canteen workers union, AIR 2000 (SC) 1508.**
 - v. **Kerala Chemicals and Proteins Vs Labour Court, Ernakulam, 2014 (4) KHC 107.**
27. In **Workmen of Firestone Tyre and Rubber Company**, (Supra) the Hon'ble Supreme Court observed;

“therefore it will be seen that both in respect of cases where a domestic inquiry has been held as also in cases where the Tribunal considers the matter on evidence adduced before it for the first time, the satisfaction under Sec 11A about the guilt or otherwise of the workman concerned is that of the Tribunal”.

In this case it has already been found that the finding of the Inquiry Officer is not fully supported by evidence and hence the penalty imposed by the Disciplinary Authority on those findings is grossly disproportionate to the misconduct alleged and proved against the workman.

28. Though it is not a mitigating circumstance it is seen that the workman received a lot of letters of appreciation and certificate of merit during 2005-2006 period.
29. Considering all the above facts and circumstances, I am inclined to modify the penalty directing the management to reinstate the workman in service with continuity of service but without back wages.
30. Hence an award is passed holding the action of the Management bank in imposing a penalty of dismissal from service without notice on the workman is not justified and hence the management is directed to reinstate the workman into service with continuity of service but without back wages.

The award will come into force one month after publication in the Official Gazette.

Dictated to the Assistant transcribed and typed by him and passed by me on this 2nd day of May, 2019.

V.VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the workman	- Nil	
Witness for the Management	- MW 1-08/11/2012	-Sri. Tom P Roy
Exhibits for the union	- Nil	
Exhibits for the Management	- M 1	- Enquiry file

V.VIJAYA KUMAR, Presiding Officer

नई दिल्ली, 28 मई, 2019

का. आ. 916.— औद्योगिक विवाद अधिनियम, 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पश्चिम रेलवे के प्रबंध तंत्र के सबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या 39/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28/05/2019 को प्राप्त हुआ था।

[सं. एल .41011/18/2015. आई आर (बी-1)]

बी.एस. बिष्ट, अवर सचिव

New Delhi, the 28th May, 2019

S.O. 916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.39/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Jaipur as shown in the Annexure, in the industrial dispute between the management of North Western Railway and their workmen, received by the Central Government on 28/05/2019.

[No. L-41011/18/2015- IR(B-1)]

B.S. BISHT, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी.जी.आई.टी. प्रकरण सं. 39/ 2015

रेफरेन्स नं. L- 41011/18/2015-IR(B-1) दिनांक 15/04/2015

राधामोहन चतुर्वेदी
पीठासीन अधिकारी

लालचन्द पुत्र श्री रामचन्द्र निवासी— पूरानी गजनेर रोड़, चौखूँटी, बीकानेर

जरिये महामन्त्री रेल्वे कैजुअल लेबर यूनियन, डागा स्कूल के पास, बीकानेर।

— प्रार्थीगण

बनाम

1. मण्डल विद्युत अभियन्ता(निर्माण), उत्तर पश्चिम रेलवे,
30 नम्बर कोठी, ढोला मारु के सामने, बीकानेर।
2. वरिष्ठ कार्मिक अधिकारी (निर्माण), महाप्रबन्धक कार्यालय,
उत्तर पश्चिम रेलवे, जगतपुरा, जयपुर।

— अप्रार्थीगण

उपस्थित :-

- प्रार्थीगण की तरफ से : श्री शिव अवतार सिंह
अप्रार्थीगण की तरफ से : श्री एल. पी. सिंघल-अधिवक्ता

— प्रतिनिधि

अधिनिर्णय

दिनांक : 03.04.2019

1. श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 15.4.2015 को औद्योगिक विवाद अधिनियम (जिसे आगामी चरणों में अधिनियम कहा जावेगा) की धारा 10 उपधारा (1) (डी) तथा धारा 2 (ए) के अन्तर्गत निम्नांकित औद्योगिक विवाद इस अधिकरण को न्यायनिर्णन हेतु सम्प्रेषित किया।
2. "क्या प्रबंधन विद्युत अभियन्ता (निर्माण), उत्तर पश्चिम रेलवे, बीकानेर का कर्मकार लालचन्द, टेक्नीशियन ग्रेड प्रथम को दिनांक 22.4.2007 से 19.6.2010 तक की अवधि का वाहन चालक के पद पर कार्य करने के फलस्वरूप समयोपरि भत्ते के भुगतान ना किया जाना न्यायोचित एवं न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष को पाने का अधिकारी है?"
3. उक्त विवाद के प्राप्त होने पर उभयपक्ष को आहूत किया गया। दिनांक 14.9.2015 को प्रार्थी लालचन्द ने महामन्त्री लेबर यूनियन के माध्यम से दावे का अभिकथन प्रस्तुत किया। प्रार्थी के कथनानुसार उसकी प्रथम नियुक्ति दिनांक 3.7.1980 को खलासी के पद पर लालगढ़ वर्कशॉप बीकानेर में हुई। प्रार्थी से मण्डल विद्युत अभियन्ता, उत्तर पश्चिम रेलवे बीकानेर द्वारा निर्धारित आठ घण्टे सेवा के उपरान्त भी वाहन चालक का अतिरिक्त कार्य लिया जाता था। प्रार्थी से 22.4.2007 से 19.6.2010 तक लगातार वाहन चालक का अतिरिक्त कार्य लिया गया किन्तु अतिरिक्त अवधि का ओवरटाईम राशि का भुगतान विपक्षी द्वारा नहीं किया गया। प्रार्थी ने कई बार भुगतान हेतु नियोजक से निवेदन किया किन्तु कोई परिणाम नहीं निकला इसलिये 22.4.2007 से जून 2010 तक की अवधि का समयोपरि भत्ता (ओवरटाईम भत्ता) प्रार्थी को दिलवाया जाये।
4. दिनांक 30.3.2016 को अप्रार्थीगण ने वादोत्तर में कहा है कि दावे में भारत संघ को पक्षकार प्रार्थी द्वारा न बनाने से दावा निरस्त किये जाने योग्य है। यह विवाद औद्योगिक विवाद नहीं हैं। वस्तुतः यह सेवा सम्बन्धित मामला है। प्रार्थी कर्मकार की परिभाषा में भी नहीं आता। प्रार्थी को वाहन चलाने का कार्य कभी नहीं दिया गया। प्रार्थी वाहन चालक के लिये निर्धारित पात्रता नहीं रखता था। इसलिये यह समयोपरि भत्ता (ओवरटाईम भत्ता) प्राप्त करने का अधिकारी नहीं है। किसी सक्षम अधिकारी ने प्रार्थी को वाहन चलाने हेतु आदेशित नहीं किया। प्रार्थी ने मात्र 9 दिन वाहन की मरम्मत आदि का कार्य कार्यालय समय में किया था अतः वाद निरस्त किया जाय।
5. विपक्षीगण के उत्तर के उपरान्त प्रार्थी ने अतिरिक्त कथन प्रस्तुत करते हुए पुनः समयोपरि भत्ता ब्याज सहित देने का निवेदन किया।
6. दिनांक 3.1.2019 को प्रार्थी के प्रतिनिधि ने यह सूचित किया कि प्रार्थी की मृत्यु हो चुकी है तथा प्रार्थी (मृतक) के परिजनों से इस दावे के अग्रसरण हेतु निर्देश प्राप्त करने के लिये उन्होंने समय चाहा।
7. आज दिनांक 3.4.2019 को प्रार्थी के प्रतिनिधि ने प्रार्थी की मृत्यु हो जाने के सम्बन्ध में यद्यपि कोई प्रलेखीय प्रमाण प्रस्तुत नहीं किया किन्तु मौखिक रूप से यह कहा कि प्रार्थी के परिजनों से उन्होंने इस दावे के अग्रसरण हेतु कहा था लेकिन प्रार्थी के परिजनों की ओर से उन्हें आज तक कोई निर्देश नहीं मिले है। इस कारण वह इस दावे के अग्रसरण हेतु प्रार्थी के परिजनों से कोई निर्देश प्राप्त न होने के कारण अधिकृत नहीं है और कोई साक्ष्य प्रस्तुत नहीं करना चाहते हैं।
8. प्रार्थी के प्रतिनिधि द्वारा इस कथन के उपरान्त प्रार्थी द्वारा प्रस्तुत इस दावे में साक्ष्य के अभाव में गुणावगुण के आधार पर कोई अधिनिर्णयन करना सम्भव नहीं है।

9. प्रार्थी द्वारा दावे के अग्रसरण एवं समर्थक साक्ष्य के अभाव में इस अधिकरण को सम्प्रेषित औद्योगिक विवाद का अधिनिर्णयन किया जाना सम्भव नहीं है और यह प्रतीत होता है कि उभयपक्ष के मध्य कोई विवाद अब अस्तित्व में नहीं रहा है। अतः सम्प्रेषित विवाद का उत्तर उपरोक्तानुसार दिया जाता है।

आदेश

10. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु प्रेषित रिफरेन्स का उत्तर उपर्युक्तानुसार दिया जाता है।

11. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी